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The Solicitors' Journal.

LONDON, JANUARY 21, 1871.

ON WEDNESDAY the Lord Chancellor, sitting with the Lords Justices, decided the important question which we mentioned last week, on the interpretation of the "trustee" exception contained in the 4th section of the Act of 1869, for the abolition of imprisonment of debt. The decision was that a trustee is within the exception of "a trustee . . . . . ordered to pay by a court of equity any sum in his possession or under his control," notwithstanding that, as a fact, the money, which for his breach of trust he has been ordered to recoup, has been spent by him, and so is not actually in his possession. Lord Hatherley observed that to allow the argument construing the words "in his possession or under his control" as making a shadow of difference whether the trustee had or had not in his hands, when the order was made, that money which he ought to have, would be a premium on defaulting trustees to squander the trust funds, and thus escape punishment. This was a sensible interpretation of a stupidly drawn clause.

It is as well to note that the Vice-Chancellor's order for the attachment was discharged on a point of detail. The order for payment, for disobedience to which the attachment was directed, mentioned a specified sum of money and interest, without showing the amount of interest or how made up; and the Appeal Court considered, and reasonably, that an order for payment, to be enforced by attachment, must state some definite ascertained sum.

THE FOREIGN ENLISTMENT ACT of last session (33 & 34 Vict. c. 90) has not remained long without judicial consideration. On Tuesday last Sir Robert Phillimore delivered judgment in the case of the *International* which involved a decision on the construction of section 30 of the Foreign Enlistment Act. The question was whether there had been any violation of the statute by the owners of the steam vessel *International*. They, in November, 1870, contracted with the French Government to lay a submarine cable along the French coast from Dunkirk, by specified points, including Cherbourg, to the mouth of the Garonne close to Bordeaux. As the vessel was about to start it was seized in the Thames on a charge of a breach of the Foreign Enlistment Act. There was no question respecting contraband of war; the sole point in the case was the construction of the statute. Section 8 provides that if any person despatches "any ship with intent or knowledge, or having reasonable cause to believe that the same shall or will be employed in the naval or military service of any foreign state at war with any friendly state, such person shall be deemed to have committed an offence against this Act," and the vessel may be seized, forfeited, &c., &c. By section 30 "'military service' shall include military telegraphy and any other employment whatever in or in connection with any military operation. 'Naval service' shall, . . as respects a ship, include any user of a ship as a transport, storeship, privateer, or ship under letters of marque."

It was clear that the employment of the *International* did not fall under the definition of "naval service," as she was not used as a transport, storeship, or privateer. Nor was she employed in "military telegraphy," which has a special technical meaning applicable only to a peculiar kind of telegraphy in the field. It remained, therefore, to be decided whether the *International* was engaged in "any employment whatever in or in connection with any military operation." Sir Robert Phillimore held that, although a telegraphic cable between Bordeaux and Dunkirk would doubtless be used to a great extent for the purpose of conveying military orders, and would be most valuable for this purpose to the French Government in carrying on the present war, the employment of the *International* did not fall within the definition of "military service" in the 30th section, and he therefore released the vessel.

Notwithstanding some strong arguments to the contrary, this seems to be certainly the most reasonable construction of the statute, the words of which appear to point to an employment directly and primarily for the furthering of definite military operations, and not to employments like that of the *International*, which at most could only be used in connection with military operations as every other telegraph line, every railway, and every road in France is at present used in connection with military operations in the general administration of the Government. The soundness of this decision may be tested by applying its principle to other analogous cases. Almost any railway or high-road that could be constructed in the south of France would be necessarily very useful for the most warlike of operations, viz., the transport of troops, and would certainly be used for this purpose. Any vessel that conveyed the mails between Marseilles and Algiers would certainly convey amongst a mass of private correspondence, a great many Government communications, respecting military movements. The railway, the high-road, and the vessel, would be of assistance to the French Government in the war, but it could hardly be contended that an employment by the French Government in the construction of the railway or the road, or the navigation of the ship was necessarily an employment in the military service of the Government. So also probably every department of the French Government acts at present more or less directly in connection with military operations; but it could not be said that a Post-office clerk at Marseilles was in the military service of France within the meaning of the Foreign Enlistment Act. If the definition of military service be not restricted to employments directly and principally in aid of some defined military operations there seems to be no limit to the extent of the statute. The wording of the definition of "military service" in section 30 very much favours this view. The only specific service mentioned is "military telegraphy," which is not only directly but exclusively used for the actual operations of war in the field. The subsequent words "any other employment," &c., seem to point to some employment similar in kind to military telegraphy; and it may be noticed, although we do not lay much stress upon it, that "military operation" is in the singular, and, therefore, appears to indicate something much more defined and exact than an employment which has no connection with the war except by rendering the general administration of the Government more effectual. The definition of "naval service" also is restricted to employments directly warlike or directly in aid of specific military operations.

We do not say that in no case can the laying of a submarine telegraph be an employment in the military service of a foreign state. Cases might be suggested in which it would clearly be within that section. If Cherbourg and Havre were closely besieged by the Prussians, it might well be held that the employment of laying a submarine cable between them came within section 30.

The object of the employment would be necessarily, directly and principally, if not exclusively, in aid of specific warlike operations—viz., the defence of the two places.

Such a case as this, however, would be very different from that of the *International*. Questions of this sort must often be mere matters of degree, and so to a great extent questions of fact; but it is most important that the principle by which this question of degree is to be ascertained should be clearly understood, and we think the decision in this case is sound, although we do not agree with the judgment in all respects. We believe that the case will be brought as soon as possible before the Judicial Committee of the Privy Council.

THE NEW STAMP ACT, which is now in operation, is causing a good deal of commotion on the Stock Exchange. All foreign securities, dated since 3rd of June, 1862, and negotiated in the United Kingdom, are, under the New Stamp Act, liable to the same *ad valorem* duty as mortgages, and a penalty of £20 is enforced on any person negotiating a foreign security not duly stamped. There is, however, a provision in the Act (section 115) that foreign securities may be stamped without penalty at any time, provided that they have not been negotiated, and that no interest has been paid thereon in the United Kingdom. This is not exactly a new provision, but is a very great extension of an old one contained in the Inland Revenue Act, 1862, which made foreign securities liable to an *ad valorem* stamp duty, *but only when the interest was made payable in the United Kingdom*. This qualification limited the application of the Act to a few foreign securities, whereas the provisions of the new Act extend to all. Shortly after the late Act came into operation the Committee of the Stock Exchange issued a notice that unstamped foreign securities would not be recognised in settlements of bargains on the Stock Exchange; but they afterwards changed their minds. There is an immense mass of American Five-Twenty Bonds, Indian Government Rupee Paper, Lombardo-Venetian Railway Bonds and the like in this country, upon which no duty has hitherto been payable. Now, if issued since 3rd of June, 1862, they cannot be negotiated in the United Kingdom, nor can the interest upon them be paid in the United Kingdom, unless they are stamped with an *ad valorem* stamp. Although the stamp will not, of course, be essential to the validity of a foreign security, still, without a stamp, its value as a security will be greatly diminished, as it will not be negotiable, nor can the interest upon it be paid in the United Kingdom. It will, therefore, be desirable, though not absolutely necessary, for the holder of a foreign security to get it stamped, and the duty will be at the rate of 2s. 6d. per £100—a tax which the holder, of course, never contemplated having to pay when he took the security. This assumes that he will be held entitled to get it stamped without a penalty—a circumstance which depends entirely upon whether a strict literal construction is put upon section 115 of the Act. If that section is held to be retrospective, then no foreign security which has ever before the Act came into operation been negotiated, upon which the interest has been paid, can be stamped without a penalty. If it is held not to be retrospective, still a foreign security which has been negotiated since the 1st of January cannot be stamped without a penalty.

On Thursday an influential deputation from the City waited on Mr. Lowe, and complained that they had been taken by surprise with regard to the duty on foreign securities. They pointed out that the new tax would interfere with the trade in foreign and colonial bonds, and place the London market at a disadvantage with the foreign markets. The Chancellor of the Exchequer explained that he could not suspend the operation of the Act, but it was understood that the penalties will not be pressed for on unstamped foreign securities. Thus an armistice is declared until the opening of Parliament enables the question to be discussed in detail.

Another point to which the attention of the Stock Exchange has been drawn is that the plan constantly adopted of transferring stock as a security for a loan without an agreement stamped as a mortgage is a transaction which the law will not recognise. This was, however, as much the case under the old law as it is under the New Stamp Act.

NUMEROUS CASES have been recently decided in the equity courts, in which persons had lent money to benefit building societies "on deposit," and on the winding up of the societies found themselves unable to prove for their claims, because the borrowing was *ultra vires;* the societies having in some cases no rules authorising them to borrow, and in others rules authorising borrowing, indeed, but imposing no limit of amount, and therefore illegal. These cases have been occurring plentifully in London, Birmingham, Liverpool, &c., and have, of course, occasioned considerable hardship. As a corollary to the cases, we may note that the Court of Queen's Bench this week, upon a point reserved in an action brought by a depositor against the directors or trustees of one of these borrowing building societies, held that the directors, having borrowed the money on the representation that they had authority to borrow it on behalf of the society, were personally liable to the depositor.*

A NOTEWORTHY INSTANCE of promptitude in the redress of a wrong occurred last week in the Lord Mayor's Court. A defendant had his goods and chattels seized late on Saturday night by the Sheriff of Surrey, under a *fi. fa.* of that Court. The defendant was entirely ignorant of any proceeding having been taken against him until he found the sheriff in possession, and the original debt of about £8 had been nearly doubled by the addition of costs. On Monday the defendant searched the files of the Court and found an affidavit by a process-server of personal service of a writ of summons in the City. The defendant then made an affidavit to the effect that he had no knowledge whatever of any proceedings having been taken against him previous to Saturday night, and the Registrar thereupon ordered a special Court to be held on the following morning to hear the defendant's application to set aside the proceedings. Notices were served that day on the plaintiffs and their attorneys, and on Tuesday the Recorder, after hearing all parties, treated the alleged service as a case of mistaken identity, and set the proceedings aside on the defendant undertaking not to bring any action for trespass or otherwise, and the plaintiff undertaking to give the defendant until Saturday, the 14th inst. (the ordinary court day), before taking any further proceedings for the recovery of their debt. At mid-day the same day the sheriff had withdrawn. This mistake of the process-server costs the plaintiffs or their attorneys something like £20, and might cost them much more but for the terms stipulated by the Recorder to prevent other proceedings being taken.

It may be as well to note in recording this case, that there is no provision to meet similar cases in the county courts, except in the largest of them, where the judges sit very frequently. In many of the smaller courts a judge would not be available for weeks to rectify a similar error, to the serious loss of the victim. Could not some provision be made in the new County Courts Bill to meet cases of the kind?

IT IS A STANDING JOKE to say of the Indian Penal Code, with regard to its exhaustiveness and comprehensiveness, that a man cannot in India perform the most ordinary avocation of everyday life without bringing

* *Richardson* v. *Williamson and Others*, Jan 16.—*Coram* Cockburn, C.J., and Blackburn, Mellor and Hannen, JJ.

himself within its pale. In spite of this, however, there was one very dangerous form of crime, which was touched directly neither by the Indian Penal Code nor by any other portion of the Indian criminal law—the whole of which is not contained, as is sometimes erroneously supposed, in the Penal Code. That crime was seditious writing or speaking, which always has been an indictable offence in England. If words were spoken or written in India instigating mutiny or civil war, or the overawing by criminal force of the Governor-General, or any member of his council, the writer or speaker might have been proceeded against as an abettor, whether his instigation resulted in the commitment of the act instigated or not. But words or writings calculated merely to alienate the affections of the people of India from their rulers, or to bring her Majesty's Government into disesteem, were not by themselves grounds for criminal proceedings. This, by the way, would not coincide with Lord Ellenborough's extreme view of what the law is or ought to be in England—"If a publication be calculated to alienate the affections of the people by bringing the Government into disesteem, whether the expedient resorted to be ridicule or obloquy, the writer, publisher, &c., are punishable. And whether the defendant really intended by this publication to alienate the affections of the people from the Government or not is not material; if the publication be calculated to have that effect, it is a seditious libel" (Lord Ellenborough in *Cobbett's case*). An Act has been passed through the Indian Legislative Council to assimilate the Indian criminal law to the English in this respect. The Act says (*inter alia*, for it is not confined to this one point), "Whoever by words, either spoken or intended to be read, or by signs or by visible representation, or otherwise, attempts to excite feelings of disaffection to the Government established by law in British India, shall be punished with transportation for life, or for any term, to which fine may be added, or with imprisonment for a term, which may extend to three years, to which fine may be added." This enactment has been occasioned by the language for some time past used by certain sections of the native press, but in his speech in the Legislative Council Mr. Fitzjames Stephen affirmed that the object of the Act was not to shackle the liberty of the press, only to prevent that libtery from degenerating into licence, and being used to provoke a repetition of the disastrous occurrences of 1857.

WE PRINT ELSEWHERE the "Proposals" of the Legal Education Association, which we commend to the reader's attention, towards the desirable end of an efficient legal university. The scheme, so far as it has been as yet matured, is for a university established by Royal charter, and governed by a chancellor, vice-chancellor, and senate, the senate comprehending representatives of the Inns of Court and the Solicitors' Law Societies, and probably some representatives of the Universities of Oxford, Cambridge, and London. This is good, and scarcely calls for any comment on our part. We therefore await the evolution of details, which the current year will bring forth.

THE POWER OF MUNICIPAL CORPORATIONS TO MAKE BYE-LAWS.

No. I.

The question which we propose to consider is the extent of the power given to municipal corporations under the 90th section of the Municipal Corporations Act (5 & 6 Will. 4, c. 76), to make bye-laws. The expediency of delegating legislative functions to such bodies as the town councils of municipal boroughs, however interesting such a question may be, we do not now intend to discuss, and shall content ourselves by remarking that the acknowledged defects in the sanitary law of our great towns (a question with which we shall show the bye-laws are especially supposed to deal) do not display very favourably the use which has been made of the powers given by the section to which we have referred. In some instances municipal corporations have powers in addition to those given by the Municipal Corporations Act to make bye-laws, by reason of their common law rights and of their authority as commissioners under the Public Health and Local Government Acts; but with these powers we shall not deal otherwise than as they bear upon the operation of section 90. The consideration of the section itself is of some practical importance, as we believe that the difficulty of framing bye-laws under it is considerable, and that the validity of convictions under bye-laws made in supposed pursuance of the powers given by it may frequently be questioned.

The words of the section are as follows:—"It shall be lawful for the council of any borough to make such bye-laws as to them shall seem meet for the good rule and government of the borough, and for prevention and suppression of all such nuisances as are not already punishable in a summary manner by virtue of any Act in force throughout such borough; and to appoint by such bye-laws such fines as they shall deem necessary for the prevention and suppression of such offences: Provided that no fine so to be appointed shall exceed the sum of £5. . . . ." Then follows a provision for the publication of the bye-laws and for their disallowance "by his Majesty, with the advice of his Privy Council." There has been no judicial interpretation put upon this section as a whole, for the plain reason that as cases under it can only come before the Superior Courts when the validity of any particular bye-law is in question, of course the decision on such a case will generally go only to the validity of the particular bye-law, and to the construction to be put upon that part of the section under which it has been framed; and accordingly even what may be called the most elementary questions on the construction of the section have never yet been decided.

The first point to be observed is that there are two classes of bye-laws which a council may make—(1) "such as to them shall seem meet for the good rule and government of the borough;" and (2) "for prevention and suppression of all such nuisances as are not already punishable," &c. So far as we are aware no case is reported which deals with the powers given under the first of these decisions, and it is even an open question whether any fines can be imposed for the infraction of bye-laws made in pursuance of its authority. We do not base this doubt so much on the ground suggested in Rawlinson's Municipal Corporations Acts, 4th ed., p. 161 n., that the word "such" in that part of the section empowering the appointment of fines refers to the second class of bye-laws which immediately precedes it only (for we read the whole section grammatically thus: "It shall be lawful for the council . . . . to make *such* bye-laws as, &c. . . . . and to appoint by *such* bye-laws, &c."), as on the construction of the words which follow—viz., "such fines as they shall deem necessary for the prevention and suppression of such offences." The words "prevention and suppression" have been previously used in the section, and only in relation to "nuisances not already punishable." We must with this consideration assign a meaning to the words "such offences," which may either mean "nuisances not already punishable," &c., or any act done in violation of a bye-law. It would be correct, perhaps, to term either the one or the other an *offence*, but the only offences which have been before mentioned are the "nuisances not already punishable," &c. There can, however, be no doubt what the intention of the Legislature was, for the power to make bye-laws would be futile without the power to affix penalties for their violation, and the construction that would give such power is the only sufficient reason for the substitution of the word "offences" for "nuisances"; it is therefore the one which we think would be adopted if the point were raised.

Assuming, then, that a council may appoint penalties for the infraction of any bye-laws it may make, let us consider what bye-laws a town council, setting to work to frame "such bye-laws as to them shall seem meet for

the good rule and government of their borough," may properly enact. First, of course, they "shall deem meet" such bye-laws only as can reasonably be considered meet, and we apprehend that if, for purposes of their own,* they framed bye-laws to meet cases which were substantially already otherwise provided for by the Legislature, such bye-laws would not be valid—*e.g.*, a bye-law fining a man for being drunk and disorderly in the streets would be bad, because the offence is already punished in a proper manner, and, therefore, the bye-law could not reasonably have been deemed meet for the good rule and government of the borough. In the next place they must decide what is for the good rule and government of the borough. It has been suggested that these words were only intended to provide means for regulating the election and conduct of the borough officers (see section 51 of the Act); but this construction appears to us unnecessarily narrow, and as not at all in accordance with the words following relating to nuisances. A power conferring an authority to make bye-laws is not to be construed strictly as a penal provision, it is rather remedial in its nature (in the judgment of Coleridge, J., in *Tisdell* v. *Coombe*, 7 A. & E. 797). The words include the cases to which we have alluded, but appear to us intended to confer on the council the power of providing for the peaceable and proper conduct of the borough, in cases relating to public health, order, decency, and convenience, and in cases analogous to nuisances, but which are not nuisances, because they do not interfere with public legal rights. The case of the *Calder and Hebble Navigation Company* v. *Pilling* (14 M. & W. 76), is considerably in point on the question of what meaning should be assigned to these words. There, the plaintiffs were a canal company, and were authorised by their Act of Parliament to make bye-laws for the good government of the company, and for the good and orderly using the navigation, and also for the well-governing of the bargemen, &c., and to impose reasonable fines or forfeitures, &c. The company, acting in supposed pursuance of this authority, made a bye-law that the navigation should be closed on every Sunday, and that no person should navigate on that day, except for purposes of necessity, or for attending divine worship, under a penalty of £5, and it was contended for the company that this restriction was reasonable, as tending to the good and orderly use of the navigation in general, and to the general conduct of the bargemen. It was held, however, by Alderson, B., that the well-governing of the bargemen referred to their well-government in the carriage of goods, and that the company was only to regulate in what manner and order the navigation should be used so as to secure to the public the greatest convenience in the use of it. Now though this decision deals only with the power of a company to make bye-laws, and such powers entrusted to a public company should perhaps be construed more strictly than those with which we are at present dealing,† the principle in the two cases is, we think, the same. The town council are not empowered to make what bye-laws they may consider would be beneficial to the inhabitants generally, nor to legislate *pro salute animarum*, but only to provide for the good rule and government of the borough; and, consequently, any bye-law attempting to regulate the conduct of individuals, unless such conduct interferes in some way with the public interests, would be bad.

We must defer till next week the consideration of bye-laws of the second class—those, namely, made "for prevention and suppression of all such nuisances," &c.

* The destination of penalties for offences against the bye-laws is provided for by section 92 of the Act.

† The Courts are not, however, always inclined to extend the powers of legislation given by statute for the public welfare. See *Brown* v. *Local Board of Holyhead* (7 L. T. N. S. 334), where a bye-law relating to new buildings having been passed by a local board, which the Court thought was *ultra vires*, Pollock, C.B., is reported to have said—"Most unquestionably they (*i.e.*, the board) have no power to do what they have done. It is broad tyranny. Persons empowered to make bye-laws have no right to invest themselves with powers which the law willl not sanction. The way in which boards are inclined to use their powers makes it very desirable that they should have as little power as possible." And per Bramwell, B.—"It is about the same as a policeman who thinks he is not entitled to a staff unless he breaks somebody's head with it."

WINDING UP.

AMOUNT OF PROOF—INTEREST AFTER COMMENCEMENT OF WINDING UP—SECURED CREDITORS.

Before the case of *In re Humber Ironworks Company, Warrant Finance Company's case, No.* 1 (17 W. R. 780, L. R. 4 Ch. 643), it had been the practice to allow interest in liquidations in the same manner as in the administration of the estates of deceased persons. That is to say, interest at the rate reserved or at the legal rate, as the case might be, was computed up to the time of payment. By this means an advantage was obviously given to creditors whose debts bore a high rate of interest. In the case above-mentioned, however, it was decided by the Court of Appeal in Chancery that this practice was wrong. The Lords Justices declared that interest should only be calculated up to the commencement of the winding up, and that the amount then due for principal and interest to each creditor should be fixed as the amount he was entitled to prove for, and that no claim for subsequent interest should be entertained until all creditors were paid in full the amount so found due to them. The Warrant Finance company, therefore, were only allowed to prove for the amount due to them at the date of the winding up, and on this they received dividends. At the same time they held certain securities for their debts, which they gradually realised, and at last it was found that they had received, from their securities and dividends combined, more than the amount of their proof, though less than the full amount of their debt, reckoning interest up to the time of payment. The Master of the Rolls ordered them to refund the amount received by them beyond the amount of their proof, but this order was reversed on appeal (*In re Humber Ironworks and Shipbuilding Company, Warrant Finance Company's case, No.* 2, 18 W. R. 154, L. R. 5 Ch. 88). Lord Justice Giffard stated that a creditor proved in a winding up, as in bankruptcy, for whatever the amount of the principal and interest up to a particular date might be; but that was for the purpose of administration, and did not, and was not intended to, affect any other rights which the creditor might have, and did not amount to an appropriation in any shape or form. The creditor, therefore, was allowed to realise his security and to receive dividends until his debt was extinguished in the proper sense of the term—that is to say, until he was paid in full his principal, interest, and costs. And in taking the account against him, although the dividends might have been paid, in whole or in part, in respect of a proof for principal, they would not be considered as appropriated for the reduction of principal; but every payment would be taken to be made in payment of interest first.

Lord Justice Giffard had a few days previously decided in the same way a similar case of *In re Joint Stock Discount Company, Warrant Finance Company's case* (18 W. R. 102, L. R. 5 Ch. 86), in which the creditors were the holders of bills endorsed by the company in liquidation, and accepted by another company, which was also being wound up. They had therefore a right of proof against two companies, and it was held that they might receive dividends from both until the whole of their principal, interest, and costs were paid.

In the winding up of the Contract Corporation, which commenced before the first mentioned decision in *In Re Humber Ironworks Company, Warrant Finance Company's case* (*ubi sup.*), the claims of creditors had been computed on the principle of reckoning interest up to the date of the order allowing the claim. When this was settled to be an erroneous principle applications were

made to the various creditors to consent to a reduction of their claims. Some of them acceded, but others declined. More than three weeks had elapsed since the order allowing the claim was made, so that the time for appealing, appointed by the 124th section of the Companies Act, 1862, had expired. An application for enlarging this time was, therefore, made to the Court of Appeal under the same section, and the Court granted the application (*In re Contract Corporation, Ebbw Vale Company's case*, 18 W. R. 222, L. R. 5 Ch. 112). The Lord Chancellor at the same time intimated that the Court would not disturb the payments previously made under what was presumed to be the law; and the claim was readjusted without the formality of an appeal being gone through.

A somewhat similar point arose in the case of *In re Barned's Banking Company, Ex parte The Bank of England* (18 W. R. 944). There the Bank of England, who were secured creditors, had proved for the full amount of their debt; but on their subsequently realising part of their security the liquidator reduced their claim by the amount produced by it, and a dividend was paid to them on the reduced claim. All parties believed at the time that this was the proper legal course to be pursued. Afterwards, on June 11, 1868, *In re Barned's Banking Company Kellock's case* (16 W. R. 688, L. R. 3 Ch. 769) was decided by the Court of Appeal in Chancery, in which it was held that a secured creditor could prove for the full amount of his debt without liability to have his claim reduced by his subsequently realising his security. Nevertheless, in August, 1868, another dividend was paid to the Bank of England on their reduced claim. There was in 1870 a prospect of a further dividend, and the Bank of England took out a summons to have their claim registered. The Master of the Rolls allowed the original claim to be restored for the purpose of paying future dividends but refused to disturb the dividends which had already been paid.

In the case of *In re Barned's Banking Company Forwood's claim* (18 W. R. 53, L. R. 5 Ch. 18), Messrs. Forwood had accepted certain bills in consideration of the company undertaking to provide them with funds seven days before the bills became due, and the drawer giving them a security. The company went into liquidation before the time for providing the funds had arrived, and when it did arrive Messrs. Forwood sent a notary to the company's bank to ask for fulfilment of the undertaking, which was refused; the letter of guarantee was noted as dishonoured accordingly. Messrs. Forwood then paid the bills, realised the security, which was insufficient to cover the bills, and sent in a claim against the company for the balance. Afterwards, hearing of *Kellock's case*, they sent in another claim for the full amount of the bills. The Master of the Rolls, and Lord Justice Giffard on appeal, refused to allow the claim for the full amount. There was no doubt that Messrs. Forwood might have proved for the full amount before realising their security; but they had not done so the presentation of the guarantee for payment did not amount to the sending in of a claim; the claim had to be estimated at the time at which it was sent in, and as Messrs. Forwood had then realised their security, the balance only was due to them.

In the case of *In re Oxford and Canterbury Hall Company* (18 W. R. 793, L. R. 5 Ch. 433) a creditor holding a security of a mortgage on leaseholds, which he had entered into a contract to sell, claimed to prove for his whole debt, giving credit only for the deposit which he had received. The circumstances were peculiar, for the creditor, whose debt was £11,000 and interest, first entered into a contract to sell the mortgaged property for £8,500. The contract was to have been completed on the 4th of March, 1869, and the purchaser paid £1,000 as a deposit. The purchaser, however, made default in paying the purchase-money, and on the 29th of June, 1869, the mortgagee entered into a new contract to sell the property for £9,025, the £1,000 already paid being by arrangement converted into a deposit on the new contract. This second contract was still uncompleted when the claim was decided on, and Vice-Chancellor James ordered proof to be entered for the excess of the debt over the amount of purchase-money mentioned in the second contract, without prejudice to the right of either party to increase or diminish the proof, according as the property should realise more or less than the contract price, and without prejudice to the right of the mortgagee to further proof in respect of costs. An appeal by the liquidators from this decree was dismissed with costs; the creditor acquiesced in the decision.

In the case of *In re Barned's Banking Company, Coupland's claim* (18 W. R. 122, L. R. 5 Ch. 167), the company had authorised Messrs. Coupland, of Bombay, to draw on them on two separate credits of different amounts, the drafts being covered by bills of lading of cotton, the bills to be given up to the company on acceptance of the drafts. The company dishonoured one set of drafts by non-acceptance, and the other by non-payment, and Messrs. Coupland at once sent in a claim for the full amount of the drafts. The drafts, at the time, were outstanding in purchasers' hands, and Messrs. Coupland subsequently had to pay them; and the cotton was also sold, and the proceeds, which were less than the amount of the bills, were paid to Messrs. Coupland. The Master of the Rolls, in the first instance, and Lord Justice Giffard, on appeal, held that Messrs. Coupland were entitled to prove for the balance only. The ground of the decision was that by the terms of the agreement by which the company bound themselves to accept the drafts, it was also stipulated that the bills of lading were to be given up to them. The effect of that was to give them the benefit of the security. The proceeds of the cotton should therefore be paid to them, or set off against the amount of the drafts, and the holders of the drafts were only entitled to prove for the balance.

RECENT DECISIONS.

EQUITY.

INFANT—MARRIED WOMAN—NEXT FRIEND—AUTHORITY TO INSTITUTE PROCEEDINGS.

Kenrick v. *Wood*, V.C.M., 19 W. R. 57, L. R. 9 Eq. 333.

The Court has given great latitude in allowing bills to be filed in the names of infants by persons assuming the character of next friend (*Fox* v. *Suwerkrop*, 1 Beav. 583). In fact, any person may institute and prosecute a suit on behalf of an infant without his consent, and even against his strongest remonstrances (*Cooke* v. *Fryer*, 4 Beav. 13). The infant cannot exercise discretion in that any more than in any other case; but it is the bounden duty of the next friend to show, if required to do so, that he really acts for the benefit of the infant, and not to promote purposes of his own. If the infant moves by another next friend for an inquiry, and it appear on the certificate that the suit will not be for the benefit of the infant, proceedings will be stayed (*Richardson* v. *Miller*, 1 Sim. 133), or the bill will be dismissed, with costs to be paid by the next friend (*Fox* v. *Suwerkrop*, *sup.*). Nay, in a clear case, the Court will dismiss the bill summarily without the formality of directing an inquiry (*Sale* v. *Sale*, 1 Beav. 586).

When a bill is filed on behalf of an adult married woman her consent is essential (Mitf. 28); and if she has been made a co-plaintiff in a suit instituted in her nonage, on attaining years of discretion she is entitled to have her name struck out of the record if she does not consent to the suit (*Cooke* v. *Fryer*, *sup.*). The suit of an adult married woman, unlike the suit of an infant, is practically her own suit; and if she has not been consulted as to the selection of the next friend, she will not (unless she have acquiesced) be bound by the proceedings, and a motion by a different next friend on her behalf to strike out her name will be entertained (*Gam-*

bee v. *Atlee*, 2 De G. & S. 745). To speak plainly, no person has a right to institute a suit in the name of a married woman, if adult (see *Wortham* v. *Pemberton*, 1 De G. & S. 644), without her authority; and such authority ought, in the opinion of the Vice-Chancellor, to be in writing, and prudent solicitors will take care they have written authority (*Kenrick* v. *Wood*).

The last named case is a warning to us of the peril we incur if we neglect the precaution of requiring a sufficient authority from a married woman. In *Kenrick* v. *Wood*, the suit in the opinion of the Vice-Chancellor was commenced by the next friend without the knowledge or authority of the plaintiff, an adult married lady; or, at all event, without her direct authority, for she had executed a power of attorney for the next friend to receive and sue for the fund which formed the subject-matter of the suit; which besides being a nullity, as the act and deed of a *feme covert*, did not in the Vice-Chancellor's opinion amount to a direct authority to institute the suit. It appeared that the suit could be of no benefit to the lady, and there being no *ex post facto* authorisation on her part, the next friend was ordered to pay the costs of suit of all parties before the Court and also the costs of the motion to stay proceedings. A hard case, truly; but it would be harder still if the lady were put to expense by a suit which could do no good, and as to commencing which she had not been consulted. The Court in such a case would probably be apt to infer acquiescence in the suit from slight circumstances; and married ladies who wish to repudiate the course adopted by their next friends will find it advisable to do so at once.

As regards the commencement of proceedings by persons *sui juris*, it is highly desirable that solicitors, if only for their own protection, should require a written authority from the plaintiff in every case. According to the strict practice, said Lord Langdale in *Tabbernor* v. *Tabbernor* (2 K. 680), there ought to be a warrant in writing to authorise the solicitor to commence proceedings; this warrant, however, is now, as then, sometimes dispensed with, but always at the peril of the solicitor, who, if it appear that he filed the bill without authority, will have to pay the costs of suit and of the application to strike the name out of the record, even after replication, provided the client has not acquiesced (*Tabbernor* v. *Tabberner*, *sup.*). In a recent case, however, where proceedings had been taken by a solicitor without proper authority, he was not fixed with the costs, it appearing that the solicitor was not aware of the circumstances which invalidated his authority (*Thomas* v. *Finlayson*, 19 W. R. 256); but the case is quite of an exceptional character, and there can be no doubt of the truth of the general rule, that proceedings taken by a solicitor without proper authority will be annulled with costs to be paid by him personally. If there be not a written retainer there must be an authority to institute the suit communicated expressly by the client to the solicitor without any immediate agency (*Re Gray*, 13 S. J. 607), and it is no answer that the solicitor in a moment of inadvertence suffered himself to act upon the information from a third party that the plaintiff wished the bill to be put on the file.

Unpaid Vendor *v.* Railway Company—Form of Decree.

Keane v. *Athenry and Ennis Railway Company*, M. R. (Ir.), 19 W. R. 43.

The usual decree, where the title is approved and the company are in possession, orders specific performance of the contract within a limited period, and declares a lien on the land for the sum payable in respect of purchase-money and compensation, with interest and costs. If default is made under the above decree, the vendor applies by petition (*Williams* v. *Great Eastern Railway Company*, 16 W. R. 821), for an order for sale of the land, whether the railway be completed and open for traffic or not, and application of the proceeds in or towards payment of the sum due. In *Keane* v. *Athenry and Ennis Railway Company* the Master of the Rolls in Ireland departed from what we regard as the usual practice, at all events in England, by introducing into the decree an order for sale in default of payment within the time specified, instead of giving liberty to apply for such order, as is usually done. The course pursued by his Honour, even if unusual, appears to be fully justified, under the circumstances detailed in the report. His Honour also gave liberty to apply for an injunction to restrain the company in default of payment, from using the land for the purposes of their undertaking. *Cosens* v. *Bognor Railway Company* (14 W. R. 1002), has been regarded as an authority for such an injunction, though even in that case the Lords Justices (Sir J. Knight-Bruce and Sir G. Turner) differed; but subsequent decisions have shown that the proper course in a case of default is to apply for a receiver of the tolls until sale, and not for an injunction (*Munns* v. *Isle of Wight Railway Company*, 18 W. R. 781). The last mentioned case, however, does not seem to have been cited, and the liberty to apply for the injunction was probably given *per incuriam*.

COMMON LAW.

Injuries on the High Seas—Jurisdiction.

The Explorer, Adm., 19 W. R. 166.

In the great majority of cases that come before the courts of law of a country there is no doubt as to the system of law by which the case is to be decided. In by far the greater number of suits all the parties to the suit are subjects of and domiciled in the state in which the suit is prosecuted, and the acts from which the suit arises take place within that state. In these cases, of course, the municipal law of the state, and that law alone, can properly be applied to the case. Sometimes, however, the Courts of one state have to decide upon the legal effect of acts done in another state. Of course the law of a country has no binding force out of that country, but all states recognise to some extent, in the administration of their own laws, the law of other countries and its effect upon acts done in those countries. For instance, it is a general rule (although like all rules subject to exceptions) acted upon in all civilised countries, that the validity of a contract depends upon the law of the country in which it was made; that is to say, if in England an action is brought upon a contract made in France, and which by French law is void, the action must fail, although the contract, if made in England, would have been valid. The English Courts, in a case like this, recognise and apply the French law. The collection of rules which govern the application of foreign law in this way is usually called private international law. This branch of law is as yet in its infancy, but when it is fully developed the rules respecting the recognition of foreign law (often called the conflict of laws) will be as well ascertained in all countries as the municipal law is now ascertained in each country.

There is, however, another class of cases to which neither the rules of municipal law, nor of private international law, can, as such, be directly applied. There are cases arising on the high seas between vessels and subjects of different States. For instance, suppose a collision between an American and a French ship on the high seas, and a suit in England by one vessel against the other for the consequences of the collision. By what law is the case to be governed? Or, to put another illustration, suppose an American vessel damages, out of the jurisdiction of any country, a French submarine telegraph cable, and a suit is commenced in England for the damage. It will be often difficult, and sometimes impossible, to apply the ordinary rules of private international law to them; and although something called the *lex maris* is occasionally talked of, it is clear that there is as yet no system of law for the high seas in which all maritime nations agree. The day will doubt-

less come when there will be such a law, but it does not now exist.

In the *Explorer*, the question arose on an objection to the pleadings, which stated, in effect, that the *Explorer*, an English ship, negligently ran down a French ship on the high seas, by which collision several persons, not British subjects, on the French ship lost their lives. The suit was in the Admiralty Court, by the personal representatives of the deceased persons against the owners of the *Explorer*, under Lord Campbell's Act (9 & 10 Vict. c. 93) for damages. Sir R. Phillimore decided (following the *Guldfaxe*, 17 W. R. 578)—first, that the Court of Admiralty had jurisdiction under Lord Campbell's Act to entertain a suit under that statute; secondly, he decided that the Court had jurisdiction, at the suit of the representatives of the foreigners, for the wrongful act done by the defendants on the high seas. This second point seems to involve a question of much importance—viz., how far has the Court of Admiralty jurisdiction to apply English statutes to acts done on the high seas? Here the facts were most in favour of the existence of the jurisdiction, as the defendants were English, and the suit was in an English court for a wrongful act done by them on board an English ship. Had the position of the parties been reversed the question would have been more difficult. Would the Court have had jurisdiction to apply Lord Campbell's Act against foreigners for an act done on the high seas on board a foreign ship?

Sir R. Phillimore gave no grounds for the decision that he arrived at, and we notice the *Explorer* for the purpose of drawing attention to this class of cases, and not on account of any information it contains, or any principle that can be deduced from the judgment.

BANKRUPTCY.

BANKRUPTCY ACT, 1869, S. 84—ANNULLING ADJUDICATION—DELEGATION OF JURISDICTION TO REGISTRARS.

Ex parte The English Joint Stock Bank, Re Finney, L.JJ., 19 W. R. 140.

The facts of this case were shortly these. The bankrupt was adjudicated such upon the petition of the English Joint Stock Bank, whose debt amounted to no less a sum than £3,000. There were only two other unsecured creditors, whose debts were respectively £67 and £42. At the first meeting of creditors only the bank by their proxy attended. The meeting was adjourned several times, and still no one but the bank was represented. Consequently, for want of a *quorum*, the meeting was not duly constituted, and no trustee could be appointed.

By section 84 of the Bankruptcy Act, 1869, "The registrar may adjourn the first meeting of creditors from time to time and from place to place, subject to the direction of the Court; but if at such first meeting of creditors or at some adjournment thereof no trustee is appointed, by reason of the prescribed *quorum* not being present, or for any other reason whatever, the Court may annul the adjudication unless it deems it expedient to carry on the bankruptcy with the aid of the registrar as trustee."

Acting under this section, and in the state of the circumstances already stated, one of the registrars of the London Court, acting for the Chief Judge, annulled the bankruptcy.

The Lords Justices upon appeal held that the learned registrar was wrong, and that he ought under the circumstances to have carried on the bankruptcy with the registrar as trustee.

The right of a creditor is thus stated by James, L.J.,—"A sole creditor had a right under the law of this country to proceed against his debtor in bankruptcy, and he had a right to all remedies which were given him under the law of bankruptcy, and which were very extensive, and he ought not to be deprived of them without some very strong reason." And the principle by which such cases are to be governed is stated by Mellish, L.J.—"No doubt the intention of the present Bankruptcy Act was that the wish of the majority of the creditors should prevail; and if, from the fact of the creditors not coming to the meeting, you could collect that it was the wish of the creditors generally that the bankruptcy should not go on, the Court ought to attend to that wish. But, in the present case, from the nature of the assets, one could understand why a creditor for a very small amount should not care about the bankruptcy, while at the same time a large creditor should wish the assets to be realised in bankruptcy. And his Lordship thought that he was entitled to have this done." The rule would therefore seem to be that an adjudication is not to be annulled on the ground of the non-appointment of a trustee, unless the circumstances be such that the abstinence of the creditors may fairly be taken as evidencing a deliberate intention on the part of the bulk of the creditors that the bankruptcy shall not proceed.

But while this case is important as vindicating the rights of creditors under such circumstances as those with which the Lords Justices had to deal, it is more important still on another ground. Ever since the new Bankruptcy Act has been in operation, the greatest abuse of which the public have had to complain under it has been the wholesale delegation of judicial functions to the registrars. It has been, and it is, a positive scandal that substantially the whole of the judicial functions of the Chief Judge in Bankruptcy should in fact be handed over to the registrars—a body of gentlemen chosen for and appointed to a merely ministerial office, not a judicial, and certainly not selected with any view to their fitness for judicial duties. The failure of the Act of 1861 has been attributed by many competent critics, among them, we believe, by its eminent author, very largely to the refusal of Parliament to appoint a chief judge in bankruptcy, and the consequent absence of one controlling mind, of high judicial qualities, to guide the development of the new law, and mould the new system of practice. In 1869 Parliament was wiser; the evil had been felt, and the remedy was provided. A Chief judge was appointed, and so important was the office felt to be, that after the first appointment, no one was to be eligible to it except a judge of one of the superior courts of law or equity. But the unquestionable intention of the Legislature, that the judicial work of the Central Court of Bankruptcy should be done by the Chief Judge, that the skeleton of a bankruptcy system provided in the Act, should be filled up by him, the very difficult task of dove-tailing the new law into the old should be accomplished by him, and the new code of practice be worked under his superintendence—this manifest intention of the Legislature has been deliberately and systematically set at defiance. The judicial functions of the London Court of Bankruptcy have been handed over almost entirely, not even as of old, to inferior judges chosen for the purpose like the Commissioners, but to mere ministerial officers of the court, the registrars. They sit to decide the most difficult questions of law and fact, the Chief Judge sitting now and again to hear a county court appeal. The impropriety of this practice has long been felt and complained of. And now at length the Lords Justices have had an opportunity of expressing their opinion upon it. It is much to be hoped that the severe rebuke which they have administered may have the effect of checking so pernicious a system. Lord Justice James "thought it very much to be regretted that this matter was not heard in the first instance before the Chief Judge. The point, which was raised for the first time, was one of considerable importance, and it was not desirable that it should be disposed of by a registrar. His Lordship apprehended that it was the intention of the Legislature that the Chief Judge should delegate his powers to a registrar only in cases, in which the registrar

could have decisions of the Chief Judge or of this Court before him to guide him, and not in a case where a new question arose for decision. It was still more to be regretted in the present case that the question should have been decided by the registrar, because it related to the ministerial duties of the registrars generally." And Lord Justice Mellish "quite agreed that it was to be regretted that this matter was decided by a registrar. In all cases where a general rule was to be laid down it was desirable that the matter should go to the Chief Judge before it came to the Court of Appeal, that they might have the benefit of his opinion."

REVIEWS.

A Lecture on the Best Modes of Studying the Science of Jurisprudence. Being Introductory to a Course of Lectures on the Science of Jurisprudence, to be Delivered in University College, London, during the Session 1870—1. By SHELDON AMOS, M.A., of the Inner Temple, Barrister-at-Law, Professor of Jurisprudence in University College, London. London: Ridgway.

What is jurisprudence, that men may propose to themselves to study it? This question Mr. Amos asks and answers on the threshold. Is it, as some have said, everything that has to do with law; or is it, as others have put it, the philosophy (whatever that may be) of positive law; or does it mean the science by which the best laws are to be legislated; or again, "The intellectual process of ascertaining the place that the phenomenon of law holds in the constitution of human society, and the development of the human race?" Mr. Amos, for the purposes of his course of lectures, takes it to be "The science which deals with the essential formal structure of all possible systems of positive law." Having thus forewarned his students, the lecturer proceeds to bestow upon them his counsels as to the spirit and the manner in which they are to prosecute their study. We may follow his lead in declining to discuss the grounds of any definition of "Jurisprudence," and at the same time may regret that the science of jurisprudence is so little considered by lawyers. We should like all law students to read Mr. Amos' introductory lecture; and if there are any people, and we fancy that the ranks of practising lawyers could furnish a good many, who have a hazy notion that a lawyer versed in the science of jurisprudence is a man who has nothing of law in his brain except a few vague theoretical notions—we should like such persons to read it too. It is a very acute and vigorous composition, and couched in choice and striking language. If Mr. Amos has succeeded in transfusing his class with the simple-minded and inexorable aim at excellence with which this lecture is instinct, he will have done a work in which any man might rejoice himself. The field of study recommended is very great, not to say formidable, but, as George Herbert says—

> "—— who aimeth at the sky,
> Shoots higher, far, than he who means a tree."

The Practice of the Court of Probate in Common Form Business. By HENRY CHARLES COOTE, F.S.A., Proctor in Doctors'-commons; also *A Treatise on the Practice of the Court in Contentious Business.* By THOMAS H. TRISTRAM, D.C.L., Advocate in Doctors'-commons, and of the Inner Temple. Sixth Edition. London: Butterworths. 1871.

Coote's Probate Practice has attained a wide and deserved popularity, because it has been found well-arranged and handy, and a generally excellent manual of the probate practice. In the sixth edition now before us 243 pages are devoted to the common form business; pages 243—319 deal with the practice in contentious business, and appendices embracing statutes, rules, costs, and forms, with the index, carry the work on to page 742. The index is well ordered, but scarcely as full as it should have been; the arrangement is very good, a great thing in a book of practice. We cannot, however, dismiss what, when all is said, is a very useful volume, without observing that in the matter of reported decisions or points of probate practice the new edition is not fully posted up to its date. It would be unjust to censure the authors of a work otherwise good and exhaustive for not incorporating all the decisions reported up to a period within a very few weeks of the issue, but allowing a due period of grace, there is still a shortcoming in the volume before us. The edition is dated 1871, but there are numerous cases reported six months and upwards before the end of 1871, for which we look in vain. For instance, *In the Goods of Harris* (18 W. R. 901, L. R. 2 P. & D. 83) was reported in the *Weekly Reporter* in June, 1870, and in July by the *Law Reports*, on a noteworthy point of practice as to the probate of a colonial will ratified by an English will; *In the Goods of Mary Williams* (18 W. R. 844, L. R. 2 P. & D. 81), (reported same months) on the citation, by an applicant concerned in an administration suit, of the representative of an administratrix who had died pending administration; *In the Goods of Campbell* (18 W. R. 844), reported in June, and *In the Goods of Houghton* (18 W. R. 967) (reported in May), as to the effect of renunciation in Scotland or Ireland on an application for probate in England. None of these cases are cited in the notes, nor is *Mortimer* v. *Paull* (18 W. R. 901, L. R. 2 P. & D. 85 (June and July), on refusal of grant of administration *pendente lite* when there is already an executor, though at page 121 the practice is noted that the Court *may* grant administration *pendente lite* where probate is already granted to an executor. At page 180 *et seqq.* is a useful section on presumptions of death, and a note is added, "see also *Re Benham's Trusts*" (a case decided by Vice Chancellor Malins in 1867); whereas, if any reference was made to the decision of Vice-Chancellor Malins in *Re Benham's Trusts*, the information should have been added that the Vice-Chancellor's order was discharged on appeal by Lord Justice Rolt (16 W. R. 180, same year), and his principle disapproved by Lord Justice Giffard in *Re Phene's Trusts* (18 W. R. 303, January, 1870). We might add others to these instances, which we have taken at random; the omitted notations may not be of the first importance, but the book is rendered, to an extent, incomplete by their omission, and in point of time we might reasonably have expected them to have been added. The statutory alterations are duly incorporated, and, regarded as a whole, this new edition is a very valuable book; it is well arranged and a quantity of new forms, &c., have been added to the extremely useful appendix.

The Natural History of Law. By G. J. JOHNSON. Reprinted from the Essays of the Birmingham Speculative Club. Birmingham: Printed by Josiah Allen.

This is an interesting essay. Mr. Johnson adopts Mr. Herbert Spencer's view that the general order of change in progressive society is "the transformation of the homogeneous into the heterogenous," that is, as applied to positive law, the recognition, in place of the one sanction of law, the heterogeneous sanctions of positive law, common opinion, and conscience or religion. Mr. Johnson's view of the gradual development of the English law is set out in an interesting and thoughtful manner, and *apropos* of land law he is very successful in his manner of explaining the gradual substitution of the commercial for the feudal theory.

Partridge & Cooper's Octavo Diary for 1871. London: Partridge & Cooper.

This useful diary, forwarded to us rather late this year, contains its accustomed information about bankers, public offices, postage, stamps, and a very great many etceteras which we cannot enumerate, but which are very handy in a diary. It contains also some concise directions for making a will, which are well done, but it is hardly correct to say that "no married woman, except under marriage settlement, can make a will," because a married woman may execute by will a power of appointment not created by a marriage settlement. The fact is, it is almost impossible to frame concise directions for lay readers on such a subject without somewhere or other conveying a false impression. We may pronounce this a handy and commendable diary.

SERVICES OF THE SOLICITORS AND PROCTORS' LIFE-BOAT.—The brig "Elizabeth and Cicero," from Guernsey to London, ran ashore off Winchelsea, on the coast of Sussex, about one o'clock on the morning of the 16th inst., and soon began to break up. The crew of eight men took refuge in the rigging, and the poor fellows were in a very exhausted state when they were rescued by the Solicitors and Proctors' Life-boat, "Storm Sprite," which belongs to the National Life-boat Institution.

COURTS.

COUNTY COURTS.

BROMLEY.

(Before J. J. LONSDALE, Esq., Judge.)

Jan. 13.—*Classey* v. *Purves; Re Purves.*

Under rule 297 *of the Bankruptcy Act*, 1869, *the functions of a receiver terminate upon the registration of the extraordinary resolution for composition. No property vests in a receiver, or in the trustee, in cases of liquidation by composition, by his mere appointment as trustee by the creditors.*

This was an interpleader summons under section 31 of the County Courts Act, 1867. The facts were these:—Classey, the execution creditor, obtained two judgments against Purves, together amounting, with costs, to about £68, but each debt was under £50. On these judgments the bailiff levied in the morning of the 6th of December, 1870. On the same day (at a later hour) Purves presented a petition under the arrangement clauses of the Bankruptcy Act, 1869, to the Croydon County Court, and concurrently therewith a receiver was appointed and an interim injunction was obtained from the same court addressed to the execution creditor to prohibit the sale of the goods; but it was not directed to the bailiff, who at the time of the seizure had no notice of any of the proceedings, nor had the execution creditor. The form of the interim injunction was—that Classey be restrained from taking any further proceedings on the judgments obtained by him until the 22nd of December. An absolute injunction was obtained on the 22nd of December, but not until about three o'clock in the afternoon of that day, and (like the interim order) it was not directed to the bailiff, but to the execution creditor only. The bailiff, on the morning of the 22nd, about 9 o'clock, sold the goods seized, and thereupon the receiver appointed under the bankruptcy proceedings claimed the proceeds of the sale, and gave notice to the bailiff to pay the money to him. This interpleader summons was then issued by the high bailiff. On the 4th of January, 1871, a second meeting of the creditors of Purves was held, at which the resolution to accept a composition was confirmed and a trustee (the same person who was previously appointed receiver) was appointed a trustee without security.

Mr. Pottter, for the receiver who was the claimant, contended that the property belonged to the receiver and trustee appointed by the creditors. An injunction had been obtained prohibiting the execution creditor from selling till the 22nd of December, and that injunction was, on the 22nd of December, made absolute until further order, being the same day on which the bailiff sold. The practice in the county courts was similar to that in the Court of Chancery, and the interim order remained in force throughout the whole of the 22nd. That being so, the execution creditor's right, if any, was postponed. He also argued that the registration of the resolution for composition bound the execution creditor, and that by selling on the 22nd both the bailiff and the execution creditor had committed a breach of the injunction.

Mr. C. R. Gibson, for Classey, the execution creditor, contended—1st. That the right to the property which was in Purves, the debtor, had never been taken out of him, except so far as the seizure under the execution bound the goods. The appointment of a receiver under the petition for liquidation vested no property in such receiver. By the appointment of a trustee under a liquidation by arrangement (which was in effect a private bankruptcy), all property vested, but this was a case of liquidation by composition, in which a trustee was simply a vehicle or medium between the debtor and his creditors, and upon such an appointment *simpliciter* (as in the present instance) nothing at all vested in him. 2ndly. That the execution creditor was entitled and would be even in a liquidation by arrangement. It was not pretended that either the execution creditor or the bailiff had notice of the filing of the petition prior to seizure, and a sale having been effected before the inchoate act of bankruptcy (the filing of the petition) had been perfected by any act equivalent to adjudication, the execution prevailed (*Edwards* v. *Scarsbrook*, 11 W. R. 33; and *Re Norton*, 39 L. J. N. S. Bkcy. 17). 3rdly. That the injunction had not been disobeyed. By the interim order the execution creditor was desired to desist "until the 22nd of December;" the restraint expired at 12 o'clock p.m., on the night of the 21st, and was not renewed till 3 o'clock p.m. on the 22nd; which left the parties at full liberty to sell in the interim. The injunction was, in fact, never operative against the plaintiff, not being directted to him, but to the execution creditor only. 4thly. That the receiver (the claimant) had no *locus standi*, it being expressly provided by the 297th rule that on registration of an extraordinary resolution (which was done in this case) the functions of the receiver were at an end. He was stopped by the Court.

Mr. Potter was heard in reply.

Mr. LONSDALE said that, apart from other points which had been and might be urged, it appeared to him that the functions of the claimant as receiver had terminated, and that as no property seemed to be vested in him he did not see how he could sustain the claim.

Judgment for the execution creditor.

Classey v. *The Bailiff of the County Court.*

Bailiff ordered to make good the value of property taken out of his custody subsequent to a seizure, notwithstanding the existence of an injunction prohibiting the sale.

This case arose out of the preceding one. On the receiver taking possession the bailiff had without interruption permitted him to remove the goods which had been actually seized, and were in *custodia legis*, and thereby caused a deficit in the amount levied. It was admitted that the goods actually seized were altogether worth a sufficient sum to defray in whole the amount of the executions, but by the removal of some of the goods a less sum was realised than the bailiff had been ordered to levy. The execution creditor, therefore, made this claim under section 31 of the County Courts Act, 1867, against the bailiff, for the value of the goods which he had suffered the receiver to remove out of his possession.

Mr. C. R. Gibson, for the plaintiff, contended that the bailiff had no right whatever to part with the goods he had seized, the injunction if it operated against the bailiff at all (which was disputed), was at the most a prohibition to sell, and nothing further. It could not be intended that by such an order the bailiff lost the right to the possession, until something had been done to alter the rights of the parties; and as he had permitted the receiver to remove and actually convert the goods, and thus cause a less sum to be realised than the execution creditor's debt, he must make good the deficit, and, if necessary, look to the receiver for re-payment.

Mr. Richards, for the bailiff, argued that as the bailiff had received notice of the interim injunction (although not in fact directed to him, the receiver was as much entitled to the possession of the goods as the execution creditor. The receiver was acting for the benefit of the bankrupt's estate.

Mr. LONSDALE gave judgment in favour of the execution creditor. The bailiff ought not to have permitted the receiver or anyone else to remove the goods from his custody in the then existing position of the matter. The interim injunction acted only as a stay of sale, and did not seem to him to affect the rights of the parties. The bailiff must therefore make good the balance, and could not charge the plaintiff for his fees on the execution.

Judgment for the execution creditor.

NORTHAMPTON.

(Before FRANCIS ELLIS MCTAGGART, Esq., Judge.)

Jan. 11.—*Cox* v. *Rixon.*

Claim for damages consequent on conversion of a dog by a person who found it in the road, such person having afterwards lost the dog.

This was a claim for £50, the value of a dog, alleged to have been converted by the defendant. The case was heard at the last court, and the following judgment was now given:—

Mr. MCTAGGART.—The plaintiff in this case claimed £50 damages "for that the defendant illegally took possession of a certain fox terrier, the property of the plaintiff, and kept possession thereof, and still keeps possession thereof." It appeared that the dog, which was of great value, was last seen by the plaintiff, who lives in the village of Moulton, between six and seven in the evening of November 7th, when he shut it up in a kennel with another dog. About half-an-hour afterwards the kennel, from some cause or other, became open, as was proved by the fact that the other dog was then found loose on the premises by the plaintiff. The terrier in question was not seen by him then, nor does he appear to have looked for it. About seven on the same

evening the defendant, who had visited Moulton, saw a terrier following his gig out of the village, about 300 yards as it was proved, from the plaintiff's house. The defendant put the dog in his gig, and took it home with him. He took it out with him the next day and lost it, but recovered it. On the 9th of November he went out shooting, and again took the dog with him; it then escaped, and has not been found since. The plaintiff shortly afterwards demanded the dog, as his, from the defendant, who, of course, was unable to deliver it up. The description given by the defendant of the dog taken by him corresponded minutely with that given by the plaintiff of the dog which he last saw on the evening of the 7th of November, and I think there is no reason to doubt that that was the dog which the defendant took. The only question therefore (except the contingent question of amount) is whether the defendant is liable, under the circumstances, to pay to the plaintiff the value of the dog. The particulars of demand allege, in effect, a conversion of the dog by the defendant to his own use. It was contended for the plaintiff that the dog was in his possession when it was taken by the defendant, and that the defendant was therefore guilty of a conversion in taking it. For the defendant it was contended that the dog was lost by the plaintiff and found by the defendant, in the strict and proper sense of the words; that the defendant was therefore entitled to take possession of the dog, and to keep possession of it as against all persons but the true owner; that there was therefore no conversion of the dog at the time of taking; and that the non-delivery of it to the plaintiff on demand was no assertion of dominion on the defendant's part, and therefore no evidence of any conversion, inasmuch as the dog had escaped from the finder's possession before the owner intervened. To this it was replied, that, even assuming the first taking to be lawful, and no conversion to have taken place then or afterwards, the defendant was liable to the plaintiff for gross negligence in allowing the dog to escape, whereby the plaintiff when he did intervene, was prevented from having the dog delivered to him. The question of the defendant's liability, therefore, raised two points, to which considering the frequency in these courts of actions for conversion, it may be useful to give some consideration: first, what circumstances are necessary to constitute such a "finding" of a chattel as to entitle the finder to take it into his possession; secondly, what are his rights and liabilities during such possession.

There are several very early cases in which it has been laid down that the finder of a chattel is not liable to the owner for the mere act of taking possession of it, not accompanied or followed by any exercise of dominion over it; but they do not give any definition of what is a "finding." In *Isaac* v. *Clarke* (12 Jac. 1) reported, 2 Bulstrode, 306, to which I shall have presently to refer upon the second point, Lord Coke, in giving judgment, says, "There may be a trover" (*i.e.*, a finding, not in the pleader's, but in the literal sense) "without a conversion. If he keep and lay up the goods, by him found, for the owner, it is the law of charity to lay up the goods which do thus come to his hands by trover; and no trespass shall lie for this; but where one takes goods where there is no such danger of their being lost, *or finds them before they are lost*, otherwise it shall be." This dictum evidently recognises the case of an apparent loss of the chattel, which may nevertheless not entitle the finder to take possession of it; but still leaves undefined what is such a loss, as to make the taking possession of it by the finder lawful. The well-known case of *Armory* v. *Delamirie*, 1 Strange, 504, in which it was decided that the finder of a chattel could maintain an action for conversion against a person, not the true owner, who deprived him of it, states the facts very curtly, and does not show under what circumstances the chattel (a jewel) was found, that matter not being material to any of the points raised in the case. And the later cases, so far as I can find, do no more than determine whether the possession was lawful under the circumstances of each particular case. The true test, however, appears to me to be the test given by the civil law of what is a "vacant possession" of a chattel or a tame animal: namely, whether (if it has not been actually abandoned) the owner, though he may not have the chattel in his actual custody, has the knowledge and the means necessary for re-acquiring such actual custody when he chooses. If he has, he is not denuded of his possession. (See Von Savigny on Possession Book III., sect. 23.) And, at common law, in my opinion, as long as there is this degree of constructive possession remaining in the owner, any intermeddling with the chattel, even though apparently lost or abandoned, by a person who comes across it, is so far hostile to the owner's rights as to be an act of trespass, though not an act of conversion (see *Fouldes* v. *Willoughby*, 8 M. & W. 540), unless it amounts to an actual deprivation of or diminution of the owner's possession. And this would be so, as it seems to me, whether or not the finder knew, or had the means of knowing, his act to be a trespass; the intent being immaterial in the case of a civil injury of this nature. (See Bacon's Maxims, Reg. VII.) The finder is not compelled to intermeddle with the chattel at all; and, if he does, he must take the risk of that which appears to be a case of vacant possession turning out not to be one, and of having to answer to the owner for any trouble or charge which this interference with his possession may have brought upon him. Applying this test to the present case, was the dog "lost" when the defendant took possession of it? Clearly not. It had escaped from the place in which its owner had confined it, and was not upon his premises at all; but it was still in or close to, the village in which its owner lived; almost, if not quite, within call; not beyond the limits within which many dogs constantly leave and as constantly return to their home; and therefore, even if it could be considered as having strayed, not beyond the means of search and recovery by its owner. The defendant, by taking it, interfered with, and deprived the plaintiff of, this constructive possession, and was therefore guilty of a conversion, and liable for the loss of the dog, which occurred during his (the defendant's) unlawful possession of it.

That being so, it becomes unnecessary, for the purposes of the present case, to decide whether, if the defendant's possession had been lawful in the first instance, he would have been liable to the plaintiff for gross negligence in the keeping of the dog. Moreover, the evidence, in my opinion, showed nothing approaching to gross negligence on the defendant's part. But the general question is, I think, of sufficient interest and importance to deserve some examination of the grounds for the contention, which, although I considered it at the time, and still consider it, to be erroneous, is not without a certain amount of authority to support it. It was contended that the finder of a chattel, if he takes it into his possession, is to be considered in the light of a gratuitous bailee for the owner, and is therefore responsible to him; as such bailee would be (see *Coggs* v. *Bernard*, 3 Lord Raym. 240, Sm. L. C. 147, 4th ed.) for *gross* negligence, whereby the chattel is lost or injured. I confess that I am unable, after careful consideration, to recognise an analogy between the position of the finder and the position of the gratuitous bailee of a chattel. The duty of the latter to keep the chattel with ordinary care is held to be created by the confidence induced in the bailor by the bailee's undertaking the charge. Such confidence creates a sufficient legal consideration. Without it the undertaking the charge would be a mere *nudum pactum*, and would create no duty (see *Shilibeer* v. *Glyn*, 2 M. & W. 143; *Whitehead* v. *Greetham*, 2 Bing. 464, Sm. L. C. note, p. 162.) How can this confidence be induced, and this trust be reposed, unless the owner of the chattel know that the depositary has taken charge of it, and consent to his so doing? The obligation of the latter can only arise, as it appears to me, from an intervention of the parties—an actual bailment on the one side, and an actual undertaking to keep on the other. (Compare Pothier, Contrat de Dépot, c. I, art. 2.) In the case of a bailment the owner delivers, or parts with, the chattel, on the strength of the bailee's undertaking to keep. In the case of a mere finding, the owner neither delivers or parts with, the chattel at all. It is not in his possession, either to deliver or to part with, either conditionally or unconditionally. He may never have the opportunity of reclaiming it; and to hold that, if he happens afterwards to be able to reclaim it, he may saddle the finder, by relation, with the liability arising in the case of an express deposit, seems to me to be extending the doctrine of implied obligation much further than is warranted, at all events by the common law. I am bound, however, to admit that there appears to be more authority for the proposition than I was aware of when the point was raised before me. It is remarkable that it has never been expressly decided, but must be determined, so far as authority is concerned, from a comparison of various extra-judicial dicta, some for, some against, the proposition, and from the statements in various text-books,

some of which seem to be based merely upon those dicta. The earliest case in which the point is noticed is *Vandrink* v. *Archer* (32 & 33 Eliz.) reported 1 Leonard, 223. The case itself turned upon a point of pleading, but Anderson, C.J., (in the course of the argument) says, "When a man comes to goods by trover" (*i.e.*, by finding, in the literal sense) "there is not any doubt but by the law he hath liberty to take possession of them; but he cannot abuse them, kill them, or convert them to his own use, or make any profit of them; and if he do, it is great reason that he be answerable for the same; but if he lose such goods afterwards, or they be taken from him, then he shall not be charged, for he is not bound to keep them." It is to be observed that this dictum does not expressly put the case of the loss or deprivation of the goods as arising from gross negligence, in which case alone it has been held that a gratuitous bailee would be liable. But the concluding assertion, if it is to be taken as broadly as it is put, certainly seems to negative, by implication, the liability of the finder for any kind of negligence which does not amount to a misfeasance. In the same year, in *Walgrave* v. *Ogden*, reported 1 Leonard, 224, "An action upon the case was brought upon a trover and conversion of twenty barrels of butter, and declared that, by negligent keeping of them they were become of little value; upon which there was a demurrer in law; and, by the opinion of the whole Court on this matter, no action lieth, for a man who comes to goods by trover is not bound to keep them so safely as he who comes to them by baylment. If a man find my garments, and suffereth them to be eaten by moths by the negligent keeping of them, no action lieth; but if he weareth my garments it is otherwise, for the wearing is a conversion." In the same case, as reported in Cro. Eliz., 19, the dictum is still more broad: "No law compelleth him that findeth a thing to keep it safely; as if a man find a garment, and suffers it to be moth-eaten; or if one find a horse, and give it no sustenance" (a case of gross negligence at the very least). "But if a man find a thing and use it, he is answerable, for it is conversion; so if he misuseth it, as if one finds paper and puts it into the water; but for negligent keeping no law punisheth him." The case is also reported (under the name of *Mosgrave* v. *Aden*) in Owen, 141, but much more briefly; all that is there laid down being that the finder of the goods in question was "not bound to preserve them from putrefaction; but if the goods were used, and by usage made worse, the action" (for conversion) "would lie." In Story on Bailments (c. 2, ss. 84—87), the learned author, who is in favour of the view that the finder of a chattel is liable for gross negligence in respect of it, suggests that the cases put in the *dicta* are not necessarily cases of gross negligence, and that the Court did not anywhere lay down more than that no action for conversion lies for a negligent keeping by the finder. In my opinion, however, the result of these *dicta*, on a comparison of the various reports, is that the finder is liable for nothing but conversion. So far the authorities appear to be in favour, more or less, of the non-liability of the finder of a chattel for any negligence in respect of it while in his possession. In a later case, however, to which I have already referred, *Isaac* v. *Clarke* (12 Jac. 1), reported 2 Bulstrode, 306, Lord Coke lays down that "He which finds goods is liable to answer him for them who hath the property; and if he delivers them over to anyone, unless it be to the right owner, he shall be charged for them: for at the first it is in his election whether he will take them or not into his custody; but when he hath them, one only hath the right to them, and therefore he ought to keep them safely." If the dictum had gone no further than this, I think it might well have been supposed, from the context, that Lord Coke intended only to point out that which always has been the law—namely, that if the finder of a chattel deliver it to a person who is not the true owner, it is an act of conversion for which the finder is answerable to the true owner if he afterwards intervenes; and that "to keep them safely" meant "not to part with them to any but the proper person." But Lord Coke proceeds to say, "If a man finds goods, an action on the case lieth for his ill and negligent keeping of them; but no trover and conversion, because this is but a non-feasance." This, no doubt, is in favour of the liability of the finder for mere negligence, not amounting to a conversion. It is to be observed, however, first, that this ruling also is extra-judicial; and secondly, that, to say the least, it goes too far, inasmuch as it does not recognise the distinction, afterwards so carefully laid down in *Coggs* v. *Bernard*, between ordinary and gross negligence. It seems to me, moreover, that, to speak of the possession of a chattel by the finder as a "custody" for the true owner, is, to a great extent, begging the very question which has to be decided. And to treat such taking of possession as an act of "charity," as is done in another part of the same dictum, is I think, a somewhat fantastic theory—one, moreover, which, if it be correct, is, of all theories, the most inconsistent with the idea of any duty imposed upon the person by whom the act is performed. The case, as it seems to me, is simply a case of possession lost by one person and acquired by another, subject to be revested in the former if, and only if, he discovers where the chattel is; and, looking at the case in this light, much of the argument in favour of an implied duty to keep safely becomes inapplicable, inasmuch as the mere defeasibility of a possession, though affecting its continuance, does not make it the less absolute while it does continue. In a work of great authority, "Doctor and Student," which was written before the case of *Isaac* v. *Clarke*, it is said (Dial. 2, c. 38), "Also, if a man find goods of another, if they be hurt or lost by wilful negligence, he shall be charged to the owner; but if they be lost by other casualty, as if they be laid in a house that by chance is burned, or if he deliver them to another to keep that runneth away with them, I think he be discharged." This passage qualifies, but still to some extent supports, the last part of the dictum in *Isaac* v. *Clarke*. Noy, at a later date, in his "Maxims," (c. 43) lays down the rule (very probably grafted on the passage in "Doctor and Student") more generally. "If one man finds goods of another, and they be hurt or lost by the negligence of him who found them, he shall be liable to make them good to the owner."

This is, I believe, all that is to be found in the earlier authorities upon this point, which, as I have said, has never been the subject of an actual decision, and the dicta upon which are contradictory, and in some cases so general in their language as to be ambiguous. The more modern writers are divided in opinion. In Bacon's Abridgment, a work of very high repute, the soundness of Lord Coke's dictum is very strongly impeached. (See Bac. Ab., Bailment D, Trover B; and C, note to *Armory* v. *Delamirie*.) Mr. Story, on the other hand, in his work on Bailments (c. ii. ss. 84—87), attempts to answer that argument, though not, in my opinion, with complete success. If it had been necessary for me to give a decision on the point, I should (though with great diffidence, looking at the conflict of authority) have decided against the plaintiff, who would have had an opportunity, of which I should have been glad if he had availed himself, to have the point at last settled by an express decision in Westminster Hall. The defendant, however, being liable, in my opinion, for an unlawful taking of the dog in the first instance, the only remaining point is the amount of damages, which, as the dog has been wholly lost to the plaintiff through such taking, is its full value. No special damage is claimed. Upon the point of damages there is not really any conflict of evidence. It appeared that the dog was originally bought for a very small sum, but turned out, as is often the case, extremely valuable. Two witnesses of great knowledge and experience in these matters were called, one of whom deposed that he himself had offered the plaintiff £25 for the dog, and was prepared to have offered £30; the other put about the same value on it. The dog, therefore, in my opinion, was clearly worth £30, and I give judgment for the plaintiff for that amount, with costs.

Manchester.

Jan. 17.—*Petition for liquidation by arrangement, not containing a declaration of inability to pay debts, not an act of bankruptcy within section 6 of the Bankruptcy Act*, 1869.

In January, 1868, one Bebbington, now a bankrupt in this court, gave a bill of sale to Messrs. Duncan & Foster, which was duly registered. On the 2nd of August Duncan & Foster demanded payment of the money due under the bill, and on the 4th possession was taken on their behalf by a bailiff being put in the bankrupt's premises. On the 10th of August, Bebbington filed a petition in this court for a liquidation by arrangement, and on the 14th of September a petition was presented against him by two creditors, named Nicholson and Marriott, alleging as an act of bankruptcy the filing of the petition for liquidation. On the 14th of September Bebbington was adjudicated bankrupt, and the goods assigned by the bill of sale were

ordered to be sold. The question now was, were Duncan & Foster, or the trustee under the bankruptcy, entitled to the proceeds.

Mr. Jordan, for Messrs. Duncan & Foster, contended, first, that the goods were not in the order and disposition of Bebbington on the 10th of August; and, secondly, that the mere filing of the petition for liquidation was not an act of bankruptcy within the meaning of the 6th section of the Act; consequently the trustee had no title to the money, which must be paid to Duncan & Foster.

Mr. Leresche, for the trustee under the bankruptcy, contended that the goods were in the order and disposition of the bankrupt, and would therefore pass to the trustees; and further, that the filing of the petition was an act of bankruptcy. He cited *Re Jones* (14 S. J. 375).

His Honour said he did not feel it incumbent upon him to decide the question of fact as to whether the goods were in the order and disposition of the bankrupt with the consent of the true owner on the 10th of August; but upon the other point, as to whether there was a good act of bankruptcy, he was of opinion that there was not, because in this case the act of bankruptcy was stated to be the mere filing of the petition for liquidation, whereas in *Re Jones* the petition contained on the face of it the statement signed by the debtor that he was unable to pay his debts. That distinguished the two cases. Therefore the judgment would be that the money was to be paid to Messrs. Duncan & Foster, and he should order the petitioning creditor to pay all the costs.

APPOINTMENTS.

Mr. George Clive, barrister-at-law (formerly judge of the Southwark County Court), has been appointed Chairman of the Herefordshire Court of Quarter Sessions, in succession to the late Mr. John Freeman. Mr. Clive is the third son of the late Edward Bolton Clive, Esq., of Whitfield, Herefordshire (who was M.P. for the city of Hereford from 1826 to 1845), by the Hon. Harriet, fourth daughter and co-heir of Andrew, the last Baron Archer, of Umberslade, Warwickshire. He was born at Verdun, in France, in 1806, and educated at Harrow and Brasenose College, Oxford, where he graduated B.A. in 1826. He was called to the bar at Lincoln's-inn in June, 1830, and was appointed an assistant Poor Law Commissioner in 1836. In 1839 he was appointed a police magistrate in the metropolitan district, and in 1847, on the establishment of the county courts, he was nominated the first judge for the district of Southwark (circuit No. 47). He held the county court judgeship of Southwark for ten years, resigning in 1857, when he was returned to Parliament as member for the city of Hereford. Mr. Clive filled the office of Under-Secretary of State for the Home Department from June, 1859, till November, 1862, and previous to resigning office he was appointed Recorder of Wokingham, but soon relinquished that appointment. He unsuccessfully contested Hereford at the general election in November, 1868. He is the author of an addition of "Steer's Parish Law." In 1835 he married Anne Sybella, daughter of the late Sir Thomas Farquhar, Bart., by which lady he had a family of three sons and two daughters.

Mr. Joseph Dodds, solicitor, M.P. for Stockton-on-Tees, has been elected an Alderman of that borough, in succession to the late Mr. Alderman Craggs. Mr. Dodds is the eldest son of Matthew Dodds, Esq., of Whorley-hill, county Durham, by Margaret, daughter of Mr. Joseph Richardson. He was born in 1819, and was educated by the Rev. William Bowman, M.A., at Gainford. He was admitted in 1851, and practices at Stockton in partnership with Mr. John Trotter, under the style of Dodds & Trotter. He is President of the Stockton Athenæum, and other local institutions, and was Mayor of the borough in 1857-58. On the enfranchisement of Stockton, Mr. Dodds was elected its first representative at the general election in November, 1868.

Mr. J. Stamer Jones, solicitor, of Newtown, Montgomery, has been appointed a Commissioner to Administer Oaths in Chancery.

Mr. William Mote, solicitor, of 4, St. David's-terrace, Brockley-road, New Cross, S.E., and of 14, Warwick-court, Gray's-inn, has been appointed a Commissioner in Common Law, Bankruptcy, County Courts, &c.

GENERAL CORRESPONDENCE.

*** J. W. C. is reminded that we do not undertake to answer cases for opinion, though we may occasionally comment on queries which we publish. We shall be happy to insert J. W. C.'s query if he will favour us (not necessarily for publication) with his name and address.

Form of Requisitions on Title—Conditions of Sale.

Sir,—Will you allow me to call the attention of your readers to two points connected with conveyancing which require alteration?

1. Many counsel, in settling requisitions on title, cause, perhaps unknowingly, considerable trouble to the solicitor acting for the vendor, by numbering or lettering the abstracts of title and referring to the folio of the abstracts. This may be convenient to counsel for the purpose of future reference, but it is a source of some annoyance to the vendor's solicitor and expense to his client from the fact that the solicitor, who very rarely, if ever, retains a page-for-page copy of the abstracts delivered, has simply his rough drafts for reference, and in attempting to answer the requisitions wastes much time in looking through these drafts, and occasionally is unable to ascertain to what some of the requisitions refer. All this may be easily remedied, thus:—The abstracts generally either comprise distinct parts of the property, or are made up of the main abstract itself, and one or more supplements. Let the headings of the different groups of requisitions be, therefore, *not* to numbered or lettered abstracts, but either to the quantity of property comprised therein, as "20 acres," or to the name of the property, as "Court Farm;" and instead of, or in addition to, each requisition having a reference to the folio of the abstract, let the date of the document on which the requisition is founded be given, when possible.

2. In preparing conditions of sales, some solicitors fail to define the rights and liabilities of purchasers between themselves with regard to the title deeds. Take two examples which have lately come under my notice. The condition, after providing for the retainer by the vendor of the deeds, or their delivery to the largest purchaser, stipulated in the one case that "all such covenants as may be required by any purchaser under this condition or otherwise shall be prepared by and at the expense of the purchaser requiring the same;" and in the other case, that "all such covenants shall be procured by and at the expense of the purchaser requiring the same;" leaving open the question who was to bear the expense of the perusal on behalf of the covenantor and of his executor. If solicitors for vendors would state in the condition who is to pay these costs, the expense and delay of correspondence on the subject between the advisers of the purchasers would be avoided.

A Country Solicitor.

The late Mr. W. S. Gibson.

Sir,—Will you permit me to make a slight correction in your obituary notice respecting this gentleman last week? Mr. Gibson was engaged on the staff of an *Exeter* (not a *Carlisle*) newspaper previously to his appointment. I desire to add my testimony to the amiable character and high literary and legal attainments of the deceased gentleman, whose friendship I enjoyed for a long series of years.

John Tucker.

68, Chancery-lane, Jan. 17.

Mr. Charles Scorer, solicitor, of Lincoln, for many years in the office of Messrs. Burton & Sons, of that city, has recently been admitted a partner in the firm. Mr. Scorer was certificated in 1868.

Residence and the Vaccination Act.—A question raised in a case under the Vaccination Act, before the Cambridge borough magistrates, is of importance. If a child is removed from the union in which its parents live, can penalties be recovered from them for non-compliance with the Act? If not, parents may evade the Act by sending their children into another union. We fear that the Act is framed so as to require the child to live in the union for which the informant acts. The residence of parents, the only thing known to registrars, is of no account as regards section 31 of the Act. The point is to be decided by the Court of Queen's Bench.—*British Medical Journal.*

IRELAND.

COURT OF COMMISSIONERS OF CHURCH TEMPORALITIES.

(Before Viscount Monck and the Right Hon. Mr. Justice Lawson.)

In re The Rev. C. M. Eaton.

A curate appointed to the charge of a sequestered benefice subsequently accepted a benefice and removed thereto; since which time another clergyman was paid by the Ecclesiastical Commissioners to perform the duties of the sequestered benefice.

Held, that, under section 66, the former could claim compensation.

The claimant in this case had been declared by Judge Lawson, in chamber, to be entitled to an annuity of £100 in respect of the curacy of Borrisoleigh, but disallowed his claim of an annuity of £50 in respect of the curacy of Ballymurreen, a sequestered benefice, for discharging the clerical duties in which he had been paid £50 a-year by the late Ecclesiastical Commissioners. Since the passing of the Irish Church Act he had accepted a vacant benefice, and had gone away from his former appointment, and the Commissioners had allowed £50 a-year to another clergyman then appointed by the Bishop to discharge the duties of Ballymurreen. Having communicated with the Commissioners he had been informed by them that his acceptance of the benefice would not interfere with his then existing rights. Appeal was now taken in respect of the disallowed claim of £50.

Todd, Q.C., and *Cosbey*, for the appeal.—The 32 & 33 Vict. c. 42, s. 66, under the heading "Temporary Provisions," in providing for the occurrence of any vacancy in any benefice, &c., provides that "Every person appointed to fill any vacancy in pursuance of this section shall be subject to all the provisions of this Act, and he shall not be entitled to any compensation in respect of any annuity or other interest of which he may be deprived by virtue of this Act; . . . provided always that the owner of any . . . benefice . . . or any curate be appointed to fill a vacancy in any other . . . benefice . . . such person, notwithstanding such appointment, shall still have and retain all such life estate or interest and all the rights and privileges to which he would have been entitled if he had not accepted such appointment; and meantime he shall pay over the net income of the . . benefice" ("curacy" omitted) "held by him at the time of such appointment to the representative body of the said Church, who shall thereout make such provision for the discharge of the spiritual duties in the said last-mentioned . . . curacy as in the case of . . . a curate whose salary is deducted under this Act, shall be directed by the incumbent from whose income such salary has been deducted." The question is, to what would the appellant have been entitled had he not accepted this appointment? What would have been his "life estate or interest, rights and privileges?" After his appointment he is entitled to this £50, subject, however, to his handing over the proceeds thereof between the date of his appointment and the 1st of January, 1871 to the church body as directed by this section. [Lawson, J.—His first claim is made as a perpetual curate, His second as a curate paid by the late Ecclesiastical Commissioners as usual, when the Bishop certified that a curate was so required. But the latter was not such a claim as would have been recognised as a right. The Bishop has moreover called on us to pay another man whom he has appointed in Mr. Eaton's place. The question is, was a curate of this parish within the meaning of the statute?] [Lord Monck.—The 3 & 4 Will. 4, c. 37, s. 116, contemplates two cases—one, where exclusive attention was required for the duties of the parish, and the other where it was not so required.] In the latter case a licence was not required, and this latter was the position of the appellant.

Lord Monck.—I am of opinion that the decision in chamber must be overruled by allowing the appellant the additional £50 a-year. I think that his full rights were preserved by this 66th section precisely as if he had not accepted the new benefice, in which case he would have been entitled under the 15th section to this £50 a-year.

Lawson, J.—This 66th section was carelessly framed. My attention was called to it, and I had great difficulty in interpreting it. My former decision in chamber was so given on the ground that the one was a perpetual curacy, and the other only occasional. I concur in the opinion that this decision must be overruled, and the claim of an annuity of £50 allowed.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

U. S. Circuit Court District of Virginia.

Bigler v. *Waller.*

1. Held that interest should not be allowed for the period during which intercourse between the parties and between the parts of the country in which they respectively lived was suspended by our late civil war.

2. That the proclamation declaring the blockade of the ports of the insurgent States must be regarded as the first formal recognition of the existence of civil war by the National Government.

3. That the period of its termination has not been so definitely ascertained; that it was declared by the President and Congress to have ended August 2, 1866, which date has been recognised by the Supreme Court in various cases, but in a case involving the effect to be given to the Statute of Limitations the Court declined fixing any date as applicable to all cases. In this case, as applicable to Virginia, the Court fixed the date on the 26th of May, 1865.

4. That in computing interest, the time from April 19, 1861, to May 26, 1865, should be excluded.—Opinion of the court by Chase, C.J.—*Chicago Legal News.*

Joint Owners.—Joint owners of a vessel are bound to pay each other his own share of the expense of repairs; and, without clear evidence of a special agreement to the contrary, the law will imply a promise to pay accordingly. Expenditures made in Canada by one of two parties jointly interested, and paid in Canada money, entitle the party who made them to recover at the rate of what the Canada money cost, provided it did not exceed the market rate in our currency.—*Sheehan* v. *Dalrymple* (19 Michigan Reports).—From the *New York Daily Transcript.*

Defective Machine—Negligence.—In *Loop* v. *Litchfield* before the Court of Appeals, the defendants sold a balance-wheel, manufactured for sale by them, to C., who purchased it for his own use in a machine for sawing wood by horse-power. There was a hole in the rim of the wheel, caused by shrinkage in casting, which weakened it. This defect was visible, and C.'s attention was called to it before he purchased. The defendants filled this cavity with lead, secured by a bolt, to receive which a hole was drilled through the rim, still further weakening the wheel, and it was then painted over, and by C.'s request adjusted, to the machine by the defendants. After it had been in use over four years the wheel burst, parting where it had been drilled to receive the bolt, and a fragment struck the plaintiff's intestate, who was using the machine with C.'s consent, with such violence as to cause his death. In an action brought under the statute for causing death by negligence, it was held that the plaintiffs could not recover; and, accordingly, that the vendor of an article of his own manufacture is not liable to one who uses the same with the consent of the purchaser, for injuries resulting from a defect therein, unless such article is, in its nature, imminently dangerous.—*New York Daily Transcript.*

Liability of Correspondents of Mercantile Agencies.—Sherwood v. *Gilbert.*—This action was tried at the Chenango circuit court in September, 1870. The parties were merchants in the same place. The defendant received a letter, with printed questions, from J. M. Bradstreet & Sons' Mercantile Agency, inquiring as to the standing, character and financial ability of the plaintiff, which he answered. For matter contained in that answer the plaintiff sued for libel. The defendant's answer in the suit pleaded matter in mitigation, also a settlement, and that the communication was privileged. The language was libellous on its face, and there was no plea justifying. On the trial, upon the motion of counsel for the plaintiff, Judge Balcom charged the jury that the communication was not privileged, and that, unless they should find that the cause of action had been settled, the only question for them was the amount of the recovery. It was ruled that the protection which is given to the proprietors of a mercantile agency in reporting the standing of a party to one of its customers, as laid down in *Ormsby* v. *Douglass*

(37 N. Y. 477), is not given to the country correspondent of the agency."—*Albany Law Journal.*

Value of American City Scrip in Aid of Railroads.—The provision of the charter of Kenosha, authorising the city to issue its scrip in aid of railroads, being void for want of any limitation upon the amount so authorised (*Foster* v. *Kenosha*, 12 Wis. 616), the scrip issued under that provision, and showing upon its face the purpose of its issue, is also void. It is conceded in this case that the bonds authorised by ch. 105, Laws of 1853, had all been issued and were outstanding when the scrip here in suit was issued; and hence the reasoning of the Supreme Court of the United States in *Campbell* v. *Kenosha*, 5 Wall. 194, does not apply. A subsequent statute, recognising the right of the city to redeem said scrip, although it might be a sufficient ratification of its issue if the original defect had been merely a lack of the legislative consent, held not to give validity to the scrip in this case, because it does not show any performance of the duty, imposed upon the Legislature by the Constitution, of limiting the amount of such issue.—*Fisk* v. *City of Kenosha* (Wisconsin Reports).—From the *New York Daily Transcript.*

OBITUARY.

MR. SERJEANT GLOVER.

Mr. William Glover, Serjeant-at-Law, died at Gower-street, Bedford-square, on the 21st of December last. He was an LL.D. of the University of Dublin, and was called to the bar at the Middle Temple in January 1829; he was created a serjeant-at-law in 1840, and in old *Law Lists* his name stands next before that of Mr. Serjeant Gaselee, who became a member of Serjeants' Inn the same year; but for some inexplicable reason, Mr. Serjeant Glover's name has disappeared from the *Law Lists* of recent years. Mr. Serjeant Glover had for many years been proprietor and editor of the *Morning Chronicle*, which discontinued publication a few years ago.

MR. C. R. HOARE.

Mr. Charles Richard Hoare, Barrister-at-Law, expired at Orsett-terrace, Hyde-park, on the 8th of January. He was the eldest son of the late Ven. Charles James Hoare, Archdeacon and Canon of Winchester, and was educated at St. John's College, Cambridge, where he graduated B.A., in 1836 (a junior optime and 3rd class classic). In June, 1839, he was called to the bar at Lincoln's-inn, and has practised as an equity draughtsman and conveyancer.

MR. F. W. COOPER.

Mr. Frederick William Cooper, a London solicitor, died on the 13th January; at Clifton-road, St. John's-wood, in the thirty-fourth year of his age. Mr. Cooper was certificated in 1864, and formerly resided at Blandford-place, Regent's-park.

MR. J. WALL.

Mr. John Wall, solicitor, died at Montague-road, Dalston, on the 14th January, at the advanced age of eighty-two years. Mr. Wall was formerly an alderman of Devizes, and was also for many years town clerk of that borough, from which office he retired about thirty years ago.

SOCIETIES AND INSTITUTIONS.

BIRMINGHAM LAW SOCIETY.

The last annual meeting of the Birmingham Law Society (which was established in the year 1818, and has been re-constituted and incorporated under The Companies Act, 1867) and the first ordinary meeting of the reconstituted society were held at the Queen's Hotel, Birmingham, on Tuesday, the 10th January, instant. Mr. Arthur Ryland (in the unavoidable absence of the president and vice-president) occupying the chair.

The meeting was also attended by the following gentlemen:—Mr. W. S. Allen, Mr. J. G. Bradbury, Mr. J. S. Canning, Mr. Joseph Chirm, Mr. R. Davenport, Mr. William Evans, Mr. W. Sextus Harding, Mr. E. J. Hayes, Town Clerk, Mr. T. Horton, Mr. G. F. James, Mr. John Jelf, Mr. E. F. Mason, Mr. C. E. Mathews, Mr. R. H. Milward, Mr. W. Morgan, Mr. George Page, Mr. W. H. Reece, Mr. Francis Sanders, Mr. C. T. Saunders, Mr. E. R. Williams, and Mr. G. J. Johnson, honorary secretary.

The following are the principal paragraphs of the report presented to the meeting:—

Proceedings of Committee.

We have held seventeen meetings during the year, and sub-committees appointed by us for various purposes have held additional meetings.

Stamps on Leases.

The decision in *Boulton* v. *The Commissioners of Inland Revenue*, which took the profession so much by surprise, and which was referred by the last annual meeting to our consideration received our early attention. In conjunction with the metropolitan societies and the law societies of Bristol, Newcastle-upon-Tyne, and Manchester, we prepared memorials to the Chancellor of the Exchequer, and petitions to the House of Commons. In addition to this we opened a correspondence with the Chancellor of the Exchequer, and we have reason to believe that the grievance caused to the inhabitants of Birmingham was forcibly impressed upon the Government by our individual action in this matter. Mr. Bourke, M.P., most ably and persistently represented our views in the House of Commons, and was supported by the members for the borough; and although the clause which the Chancellor ultimately assented to is not altogether satisfactory, it will counteract in a great measure the mischief arising from the decision in *Boulton's case.*

Attorneys' Remuneration Bill.

The Attorneys' and Solicitors' Remuneration Bill was carefully considered by us and several suggestions made for its improvement. In consequence of the passing of this measure you will be called upon to consider a scale of costs which has been suggested by the Incorporated Law Society.

Land Transfer Bill.

With respect to The Land Transfer Bill we passed the following resolution:—

"That a system of registration of title is desirable, but that, having regard to the fact that the various projects for a system of registration of deeds after an agitation of thirty years were ultimately discovered to be impracticable, and were rejected in favour of the Registration of Title Acts, 1862, and that such Acts have in their turn been declared to be a failure, this committee is of opinion that any system altering so materially the law and practice of conveyancing ought at first to be experimental and tentative only, and that clause 45, making registration compulsory, is both unjust and impolitic. This committee is also of opinion that the shortening the periods prescribed by the statutes of limitation must accompany any registration which will effectually prevent what is an undoubted evil, the cost and delay attendant on repeated investigation of the same title, and such further limitation, even without registration, would greatly promote those desirable objects."

We report this resolution because there is little doubt that the question must engage the attention of Parliament in the forthcoming session; and it is most important that no system of registration should be made compulsory until it has been fairly tried.

Judicature Commission.

The proceedings of the Judicature Commission have engaged a considerable share of our attention during the past year. In February last a meeting of the representatives of provincial law societies was held at Manchester, and was attended by Messrs. W. S. Allen, C. T. Saunders, and your Honorary Secretary, at which meeting a set of joint answers to the questions put by the Judicature Commission was resolved upon, and ultimately presented, after being altered and revised at several subsequent meetings of delegates from the provincial societies.

Mr. Saunders on behalf of the committee attended in London on the 8th June to be examined by the Judicature Commission. The same gentleman also attended a deputation to Sir Roundell Palmer and the Attorney and Solicitor Generals to urge the introduction of a measure for Local Registries.

A further meeting with this object was held in London on

the 6th of July which was attended by Mr. Arthur Ryland, Mr. C. T. Saunders, Mr. James Marigold, and your Honorary Secretary; and a deputation from such meeting waited upon the Prime Minister and the Chancellor of the Exchequer, who promised to urge forward the bill, but in consequence of the pressure of other public business the bill was ultimately withdrawn.

Legal Education Association.

At the request of the Legal Education Association we appointed a deputation, consisting of Messrs. Arthur Ryland, C. T. Saunders, James Marigold, William Evans, Thomas Horton, and the Honorary Secretary, to attend the inaugural meeting on the 6th of July, when the Association was constituted with every prospect of efficiency.

We feel very strongly the importance of this Association on the future character and well-being of the profession, and we trust that a substantial donation towards its establishment will be authorised out of the funds which you will be called upon to transfer to the Incorporated Society.

Metropolitan and Provincial Law Association.

The meeting at Bristol of the Metropolitan and Provincial Law Association was attended on your behalf by Messrs. Arthur Ryland and C. T. Saunders; the Honorary Secretary, who was prevented from being present, sent a paper (which has been since printed in the *Solicitors' Journal*) on the Transfer of Land Bill.

Common Form of Conditions of Sale.

With reference to the resolution at the last meeting as to the present mode of conducting sales by auction, we have thought it advisable first to take your opinion on the propriety of adopting the practice which now prevails in Liverpool of having one settled form of common conditions of sale. To further the consideration of the question, a print of the conditions suggested has been circulated with the notice of the meeting of the Incorporated Society, and will be brought under its consideration.

Since these conditions were circulated the sub-committee who prepared the same have taken the opinion of Mr. Barber (the joint editor with Mr. Dart of "Darts' Vendors and Purchasers"), and he concludes his suggested alterations with the following remarks, which appear to us to confirm the views of the sub-committee as to the importance of the measure:—

"I have settled the above conditions. The scheme proposed by the Birmingham Law Society is wisely designed, and may I think be effectually carried out in the mode suggested above. Next to the want of uniformity of tenure, nothing tends so much to hinder the free circulation of land as the want of uniformity in the practice of conveyancing. Although in theory a vendor is bound to deduce and verify his title at his own expense, still in every day practice a large portion of this duty and the expense attendant upon it are thrown upon the purchaser. The above common form conditions are only in conformity with the general practice, and the plan of separating the special conditions will make it more difficult to palm off an unsafeholding title under the guise of the common conditions slighty altered. In my opinion persons filling a fiduciary character may either sell or purchase under the common form conditions as settled above."

Preliminary Examinations.

During the past year four examinations have been held in Birmingham, and Mr. Saunders has favoured us with the following statistics respecting them:—

Date.	Local Examiners.	No. of Candidates.	Passed.	Absent.	Postponed.	Withdrawn.
1870						
Feb. 20	Saunders, C. T., and Horton, T. ..	20	15	3	2	-
May	Saunders, C. T., and Page, George..	12	7	3	2	-
July	Saunders, C. T., and Cheshire, B...	14	10	1	2	1
October	Saunders, C. T., and Sargant, Edward	15	12	1	2	-
	Total ..	61	44	8	8	1

Birmingham Law Society's Prize.

We have had the pleasure to receive a communication from the Secretary of the Incorporated Law Society that Mr. J. B. Clarke, articled to the late Charles Bridges was, among the Birmingham candidates, entitled to honorary distinction, and under the resolution passed at the special meeting held on the 30th November 1866, he is entitled to your prize gold medal for the year 1870, and it will be presented at this meeting.

Incorporation of the Society.

With respect to the resolution passed at the last meeting that the Society should be incorporated under the provisions of the Companies' Act, 1867, we appointed a sub-committee to prepare a memorandum and articles of association, which, after being carefully considered by us, were submitted to a special meeting of the Society held on Tuesday, the 1st of November last. After having been approved by such meeting, the memorandum and articles were sent to the Board of Trade, who, after the publication of the usual advertisements, granted the requisite licence for the registration of the society with limited liability, but without the use of the word "limited." We congratulate you on having taken this step, as it will give the Society a status on the proposed Council of Legal Education which it would not otherwise have had. Two consequences will follow from the incorporation: one is, that this society should be dissolved, and that the surviving trustees of its property appointed on the 14th day of February, 1862, should be authorised and directed to vest your property in the new Society. Resolutions to this effect will be submitted to you.

The Chairman proposed the adoption of the report and statement of accounts. He said the past year had been one of unusual activity, and, he believed, of corresponding usefulness. By adopting the report they would not preclude themselves from saying aye or no, on the consideration of the question whether it was desirable to have a common form of conditions of sale.

Mr. G. J. Johnson seconded the resolution, and the report was adopted.

The Chairman then presented the gold medal to Mr. Clarke.

The Chairman proposed that the survivors of the thirteen trustees of the society, appointed in February, 1862, should be authorised and directed to invest all the property of the society, except the balance in the bank, in the Incorporated Law Society.

This resolution was seconded by Mr. Johnson, and carried.

The Chairman then proposed that out of the balance in the bank the sum of £50 should be given to the funds of the Legal Education Association, and the rest to the Incorporated Birmingham Law Society. The object of the association was, he said, the establishment of a law university, the taking of a degree in which should be required before being admitted as an attorney or being called to the bar. The university would be governed by a senate, and it was proposed that the senate should include members nominated by the Incorporated Law Societies. Sir Roundell Palmer was at the head of the movement, and some of the judges, and some of the most distinguished men in both branches of the legal profession, had given in their adhesion to it, and worked for it. It was proposed to obtain a charter of incorporation, and it was necessary this should be followed by an Act of Parliament. These things could not be done without money, and it was thought better for this society to give an amount out of the common fund, instead of going round to the individual members. Individual subscriptions, however, would be very thankfully received.

Mr. W. Evans seconded the resolution, which was carried; and a resolution was then passed dissolving the society in its old form.

The Chairman vacated the chair, and at once resumed it as Chairman of the meeting of the Incorporated Law Society.

The meeting was then made special for the purpose of considering a common form of conditions of sale, proposed to be made applicable to all sales of freehold and leasehold property in Birmingham. The intention of this measure was to promote uniformity in the practice of conveyancing, and thereby to diminish expense to both vendors and purchasers; and by settling what should be declared the usual conditions, and obliging the vendor of the property to separate special conditions applicable only to the particular case in hand, to give intending purchasers a better opportunity of knowing any extraordinary restrictions on the title than they now have. The form of proposed conditions had been circulated among all the members of the society, but subsequently the committee had obtained, as stated in the report, the opinion of Mr.

Wm. Barber, the joint editor of Mr. Dart's "Vendors and Purchasers," upon the form of these conditions. A resolution was carried in favour of the propriety of adopting these conditions in principle, and they were referred back to the committee, with instructions to modify them on some points of detail, and generally to incorporate Mr. Barber's suggested alterations, and then to send a copy, together with Mr. Barber's opinion, to every attorney and solicitor practising in Birmingham. Resolutions were also carried instructing the committee to take measures for holding morning sales of property by auction, with a view to diminish the cost of sales, at other places besides inns and hotels; also, that, in the case of leasehold property, the conditions of the lease should be ascertained by having the lease itself, or a copy, accessible for examination by intending purchasers for three days before the sale.

On the motion of Alderman RYLAND, seconded by Mr. W. S. ALLEN, a vote of thanks was passed to Mr. Johnson for his services to the society, particularly in respect to the incorporation.

The meeting was concluded with a vote of thanks to the chairman.

SOLICITORS' BENEVOLENT ASSOCIATION.

The Right Hon. the Lord Chief Baron Kelly will preside at the ensuing anniversary festival of this association, which will take place on Tuesday, the 13th of June next, at the Albion Tavern, Aldersgate-street, London.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held on Tuesday the 17th inst., the question discussed was No. 465, Legal:—"Is a sale or release by one of two or more administrators good as against the rest, as in the case of executors?" Mr. Hunter opened the debate in the affirmative, and at a late hour the question was decided in the negative.

NEWCASTLE LAW STUDENTS' SOCIETY.

The first meeting after vacation of the Newcastle-on-Tyne and Gateshead Law Students' Society was held on the 12th of January, in the Committee-room of the Literary and Philosophical Society, at Newcastle, when a lecture was delivered by Mr. William C. Bousfield, solicitor, one of the society's vice-presidents. The subject was "Some Points on the Law relating to Houses." The President, Mr. Martin Dawson, barrister-at-law, occupied the chair.

THE LAW UNIVERSITY.

PROPOSALS FOR A UNIVERSITY OR SCHOOL OF LAW, REFERRED TO IN THE CIRCULAR OF THE LEGAL EDUCATION ASSOCIATION.

A.

The Legal Education Association propose—

(1.) To place the general course of studies and the examinations preliminary to and requisite for admission to the practice of the law in all its branches, under the management and responsibility of a legal university, to be incorporated in London.

(2.) To make the passing of suitable examinations in this university (or of equivalent examinations in the legal faculty of some other university of the United Kingdom) indispensible to the admission of students to the practice of the bar, or to practise as special pleaders, certificated conveyancers, attorneys or solicitors; such examinations, and the courses of study preparatory thereto, being either combined or divided as may be desirable and convenient with a view to the knowledge of the general principles of law, or to the acquisition of the special attainments necessary for particular branches of the practice of the legal profession.

(3.) To offer the benefits of the course of study and examinations to be afforded by the university to all classes of students who may desire to take advantage of them, whether intending or not intending to follow the legal profession, in any of its branches, and whether members or not of any of the Inns of Court.

(4.) To enable the university to confer (among other honours) such degrees in law as are conferred by other universities.

B.

The fundamental principle of this proposal is, to distinguish between legal education and the practice of the legal profession, making the former necessary as a condition precedent to the latter.

C.

In accordance with this principle, the association does not propose to ask on behalf of the university for any power to confer the status or degree of barrister-at-law, or to admit students to the right of practising either at the bar, or as conveyancers or special pleaders below the bar. It proposes to leave the regulation of the right of practising at and below the bar, the other conditions (i.e., other than legal study and examinations) of admission to practice, and the exercise of discipline (including the power of exclusion from practice) over all such practitioners, to the authorities to whom it is now, or to whom it may from time to time be by law committed.

D.

In like manner, the association does not propose to interfere in any manner with the admission of attorneys and solicitors to practise in any of the courts of the realm, or with the disciplinary or other powers of those courts over attorneys or solicitors, as their own respective officers.

E.

The association is desirous of constituting the university under the government of a chancellor, vice-chancellor, and senate, with the Crown as visitor; according to the analogy of the other universities of the realm.

F.

In the constitution of the senate, they would desire to see those bodies which now represent the organised power and opinion of the different branches of the legal profession (i.e., the Inns of Court and the Incorporated Law Societies, metropolitan and provincial) suitably represented; and it would, in their judgment, be desirable that a connection should also be established between this university and the Universities of Oxford, Cambridge, and London (all of which have their legal faculties, increasing daily in importance), by the presence upon the senate of some members nominated by those universities. But, as to all details of this nature, it is felt to be necessary, before arriving at any final scheme, to ascertain how far the desired co-operation may be expected from all or any of the learned bodies above mentioned, and under what conditions (if at all) it may be obtained.

G.

In the event of the university being established as proposed, the functions of the now existing Council of Legal Education would necessarily cease; and the fees payable by students, under the regulations of the university, together with such contributions as might be made by the societies associated in its government (which, from the liberality of those bodies, would doubtless not be less than their present contributions to a similar object), would form the Academical Fund, out of which the stipends of the professors and readers, and all other necessary expenses of the university, would be defrayed.

H.

It is proposed that the university should be created by Royal Charter, after the passing of an Act enabling the Crown to provide by charter for objects which might not in themselves be within the Royal prerogative.

(By direction of the Council)

ROUNDELL PALMER, President.

November 18th, 1870.

SUPREME COURT OF ILLINOIS (U.S.A.) ON MODERN TIMES.

An address having been recently presented by this Bar to the Supreme Court of Illinois upon the opening of a new Court at Chicago, Chief Justice Lawrence, speaking for himself and his associates, replied as follows (we quote from the *Chicago Legal News*):— . . . . We are fully conscious of the fact that no judicial tribunal can long retain the confidence of the people at large, unless it possesses the confidence of the Bar; while, on the other hand,

if cordially sustained by the profession, it can, in the performance of its duties, calmly face any degree of popular passion or partisan clamour, trusting its vindication to the Bar, and strong in the conviction that the upright magistrate will certainly be honoured in the end by the very community whom his judgments may have offended.

But a better and deeper reason than this can be given why the Bench and Bar should keep fully alive the sentiment of brotherhood. It is a fact which cannot be denied that, as a people, we are undergoing rapid deterioration. Our social, political and commercial morals are sinking to a lower and lower grade. We are no longer content with the acquisition of wealth by patient toil, to be when won as wisely expended as it has been honestly earned. A fevered and insane passion for money has gained possession of the minds of men, and at this moment is doing more to corrupt our national life than all other causes united. This maddening love of gold, to be expended, not in the modes which shall make American life the highest development of modern civilisation, but in coarse and barbaric display, or what is still worse, in the ways that lead to the debasement of public morals, is leading us as a nation, down the dance of death. Corruption has become a systematic and almost shameless means of power, and contemporary events at times recal the period when the Roman Empire entered upon its swift descent to ruin. Wise men begin to doubt the ultimate success of our institutions, and already proclaim that in the metropolitan city of the Continent republicanism, as an instrument of municipal government, stands a confessed failure; day by day we seem to be drifting further from our ancient anchorage towards an unknown coast whose atmosphere is laden with poison and death.

That it is in the power of the Bench and Bar of the country, unaided, to arrest the downward tendency of the times, is not to be supposed. Nevertheless we can do something, and, if properly aided by other conservative elements of society, can do much to check it. We can, at least, make a noble struggle, and be the last to fall. Common as it is to utter vapid witticisms in disparagement of the Bar, the well-known truth, nevertheless is, that the men who, in better times, have done most to create and and mould our political institutions and control the social forces of the country, have belonged to the profession of the law. If you, gentlemen of the Bar, can constantly live up to the highest and noblest traditions of professional life; if you can keep ever fresh and bright the sentiment which doubtless now animates you, that the true ambition of the lawyer is not the acquisition of wealth, but of that pure professional fame which is to be won by the exercise of your high vocation in a spirit of the most punctilious honour, and with an ever present consciousness that you, as well as the Court, are ministers at the altar of justice; and if the various judicial tribunals of this State shall so perform their duties as to command the confidence and support of such a Bar—shall be so clear in their high office that not even a disappointed litigant can venture to charge them with unholy motives—then the judiciary and the Bar, standing together, will, in the future, as in the past, furnish a sure protection against wrong, and keep alive, in the hearts of all good men, the hope that our downward tendencies, as a people, may be stayed, and that we may yet get back upon those ancient ways wherein we walked in the better days of the Republic.

Let us trust that you and we may be so faithful to our several duties that we may all feel, as we pass from life, that we have done the State some service, and that those who succeed us in these halls of justice may hold our memories in honour.

COURT PAPERS.

SPRING CIRCUITS.

HOME.—Chief Justice Cockburn and Mr. Justice Hannen.
OXFORD.—Chief Justice Bovill and Mr. Justice Smith.
NORFOLK.—Lord Chief Baron and Mr. Justice Blackburn.
NORTHERN.—Mr. Baron Martin and Mr. Justice Willes.
WESTERN.—Mr. Justice Byles and Mr. Baron Pigott.
MIDLAND.—Mr. Justice Brett and Mr. Baron Cleasby.
NORTH WALES.—Mr. Baron Bramwell.
SOUTH WALES.—Mr. Justice Mellor.

Mr. Justice Lush remains in town.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 20, 1871.
From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Feb. 2, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¼	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 92⅜	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 237
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80—	Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	88
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	49¾
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	136
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	72½
Stock	Lancashire and Yorkshire	100	135½
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	13⅜
Stock	London and North-Western	100	130½
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	48½
Stock	Metropolitan	100	66½
Stock	Midland	100	130
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	35
Stock	North London	100	116
Stock	North Staffordshire	100	61½
Stock	South Devon	100	52½
Stock	South-Eastern	100	76½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There is very little modification since last week's reports; the markets are all steady. A slight impulse was communicated by the news of General Bourbaki's retreat, as calculated to accelerate the peace.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FORSYTH—On Jan. 15, at 61, Rutland-gate, the wife of William Forsyth, Esq., Q.C., of a daughter.
GORE—On Jan. 19, at Leyton, Essex, the wife of T. Holmes Gore, solicitor, of a son.
HALES—On Jan. 18, the wife of F. R. Hales, Esq., of 9, Claverton-street, S.W., and Harwich, of a son.
NORGATE—On Jan. 1, at East Dereham, the wife of Charles B. L. Norgate, Esq., solicitor, of a daughter.
WEEKS—On Jan. 17, at 4, Shaftesbury-terrace, Kensington, the wife of Thomas H. Weeks, Esq., solicitor, of a daughter.

MARRIAGES.

GRUNDY—SHIPMAN—On Jan. 18, at Gee Cross, Cheshire, by the Rev. Charles Beard, B.A., and the Rev. Henry Enfield Dowson, B.A., Thomas Grundy, of Manchester, and Lymm, Cheshire, solicitor, younger son of the late Thomas Grundy, of Lymm, Surgeon, to Mary Amelia, elder daughter of Robert Milligan Shipman, of Manchester, and Bredbury Hall, Cheshire, Solicitor. No cards.
HERBERT—APPLIN—On Jan. 14, at the Chapel Royal of the Savoy, William Hawkins Herbert, of 5, New-inn, Strand, W.C., to Clara, daughter of William Applin, of 53, Mount-street, Grosvenor-sq, W.
HOOPER—CHAVE—On Jan. 17, at S Anne's Church, Wandsworth, Surrey, Pelly Hooper, solicitor, Weymouth, to Frances Annie Whitney Chave.

DEATHS.

BANKS—On Jan. 17, at Kington, Richard Banks, Esq., Clerk of the Peace for Radnorshire, in his 80th year.
CODD—On Jan. 15, at 113, Torriano-avenue, Camden-road, Arthur Gamble Codd, barrister-at-law, aged 55.
COOPER—On Jan. 13, Frederick William Cooper, solicitor, of No. 20, Clifton-road, St. John's-wood, aged 34.
PRICE—On Jan. 15, Phoebe Ann, the beloved wife of John Price, Esq., solicitor, Buntingford, Herts.

The honour of knighthood was conferred on Vice-Chancellor Bacon, by her Majesty the Queen, at Osborne, on the 14th of January.

Mr. Henry Stuart, Q.C., of the Canadian Bar, died at Chilvers-Coton Vicarage, Warwickshire, on the 16th of January, in the 55th year of his age.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Jan. 10, 1871.

Freestone, Edwd, & John Cole Copeman, Norwich, Attorneys and Solicitors. Jan 3.

Houghton, Wm, & Robt Thos Wragg, St Helen's-place, Solicitors. Dec 31.

Rawlins, John, & Laurence Pemberton Rowley, Warwick, Solicitors. Jan 5.

TUESDAY, Jan. 17, 1871.

Hill, Hy, & Savile Richd Hoyle, Cannon-st, Attorneys and Solicitors. Jan 13.

Wells, Algernon, & John Wm Sykes, St Swithin's-lane, Solicitors. Jan 12.

Winding-up of Joint Stock Companies.

FRIDAY, Jan. 13, 1871.

UNLIMITED IN CHANCERY.

Rheidol United Silver Lead Mining Company.—Petition for winding up, presented Jan 7, directed to be heard before Vice Chancellor Malins on Jan 27. Makinson & Carpenter, Elm-ct, Temple, solicitors for the petitioner.

LIMITED IN CHANCERY.

Cornish Granite Company (Limited).—The Master of the Rolls has, by an order dated Dec 8, appointed Jas Thos Snell, 85, Cheapside, to be official liquidator. Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims to the above. Friday, Feb 24 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Van United Lead Mining Company (Limited).—Vice Chancellor Malins has, by an order dated Nov 17, appointed Wm Hy McCreight, 8, Raymond-bldgs, Gray's-inn, to be official liquidator. Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Feb 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Jan. 17, 1871.

UNLIMITED IN CHANCERY.

Afon Valley Railway Company.—Vice Chancellor Malins has, by an order dated Jan 9, ordered that the above Company be wound up by this court. Talbot & Tasker, Bedford-row, solicitors for the petitioners.

South Wales and Great Western Direct Railway Company.—Creditors are required, on or before Jan 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Davis, 6, Old Jewry.

LIMITED IN CHANCERY.

Exe Bight Oyster Fishery and Pier Company (Limited).—Petition for winding up, presented Jan 14, directed to be heard before the Master of the Rolls on Jan 28. Warner, Golden-sq, solicitor for the petitioner.

South Wales Daily Newspaper Company (Limited).—The Master of the Rolls has, by an order dated Jan 9, appointed Jas Thos Snell, 85, Cheapside, to be official liquidator.

Union Engineering Company (Limited).—Petition for winding up, presented Jan 13, directed to be heard before Vice Chancellor Malins on Jan 27. Sharp, Gresham-house, Old Broad-st; agents for Grundy & Coulson, Manch, solicitors for the petitioner.

Universal Private Telegraph Company (Limited).—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, 27, Lombard-st. Monday, Feb 27 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 13, 1871.

Allison, Wm, Sutton, Lancaster. Jan 21. Mycroft *v* Robinson, V.C. Malins. Austell, St Helen's.

Banks, John, Arcleby, Cumberland, Gent. Feb 13. Telson *v* Thirlwell, M.R. Ansell, Keswick.

Francis, Mary Eliz, Belmont, Shrewsbury. Feb 13. Francis *v* Francis, V.C. Stuart. Yearsley, Welshpool.

Kyezor, Louis, Whitton, nr Hounslow. Feb 16. Helbron *v* Helbron, V.C. Stuart. Brown, Tavistock-crescent, Westbourne-park.

Trafford, John, Lincoln, Innkeeper. Feb 2. Key *v* Trafford, V.C. Malins. Ward, Lincoln.

TUESDAY, Jan. 17, 1871.

Carr, Edward, Keighley, York, Yeoman. Feb 11. Alcock *v* Carr, V.C. Stuart. Weatherhead & Bury, Keighley.

Gooch, Jas, Englefield-rd, Builder. Feb 27. Gooch *v* Crick, V.C. Stuart. Fry, Lane's-inn, Strand.

Heath & Batchelor, Reigate, Surrey, Whitesmiths. Feb 11. Batchelor *v* Heath, V.C. Stuart. Smith, Reigate.

Harding, John, Thorp Moor Mill, Durham, Miller. Feb 13. Harding *v* Harding, V.C. Bacon. Marshall, jun, Durham.

Ingram, Wm, Birm, Manure Dealer. Feb 16. Davies *v* Ingram, V.C. Stuart. Harrison, Birm.

Mathewman, Benj, Hemingbrough, York, Yeoman. Jan 25. Mathewman *v* Oldbridge, V.C. Bacon. Weddall, Selby.

Olive, John, Woolfold, Lancaster, Paper Manufacturer. Feb 28. Olive *v* Olive, V.C. Malins. Whitehead.

Pattison, Joseph, Oxford, Foreman, Feb 21. Pattison *v* Pattison, V.C. Stuart. Hazel, Oxford.

Trego, Wm, Albemarle-st, Piccadilly, Club Proprietor. Feb 21. Trego *v* Trego, V.C. Stuart. Webb, Euston-rd.

Waring, Peter, Marden, Kent, Gent. Feb 9. Hodson *v* Hodson, V.C. Stuart. May, Golden-sq.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 13, 1871.

Basford, Hy, Lincoln, Chimney Sweep. Feb 10. William, Lincoln.

Clendon, John Chitty, Cambridge-gardens, Kensington, Esq. March 1. Hollingsworth & Co, East India-avenue.

Dawson, Rev John Fredc, Clapham, Bedford. March 8. Pearse, Bedford.

Dunderdale, Rev Robert, Ingleton, York, Clerk. Feb 20. Sharp & Son.

Hagell, Wm, Earl's-ter, Kensington, Esq. March 10. Taylor & Co, Furnival's-inn.

Hartland, Joseph, Rinton, Stafford, Gent. March 7. Pearman & Co, Stourbridge.

Hawkesworth, Thos, Leeds, Currier. Feb 13. Rooke & Midgley.

Hennin, Michael, Lpool, Provision Merchant. Feb 20. Aspinall & Bird, Lpool.

Jacobs, Matthew, Sydenham-hill, Kent, Gent. Aug 21. Samuel & Emmanuel, Finsbury-circus.

Jefferson, Richard, Kirkburn, York, Gent. Feb 7. Hodgson, Great Driffield.

Kemp, John, Hartwell-park, Northampton, Farmer. Feb 14. Whitton, Towcester.

Mason, George Allen, Ruabon, Denbigh, Gent. April 7. Taylor Manch.

Rooking, Hannah, Kendal, Westmoreland, Spinster. Feb 11. Moser & Co, Kendal.

Rowe, Sarah, Derby, Widow. March 1. Matthews & Greetham, Bedford-row.

Rudge, Geo, Rio de Janeiro, Brazil. April 29. Flux & Co, East India-avenue.

Smith, Mary Ann, Brighton, Sussex, Spinster. April 9. Norton & Co, Walbrook.

Swan, Grace, Manch, Spinster. March 10. Taylor, Manch.

Symons, Fredk. Gt Tower-st, Wine Merchant. March 4. Golden, Fenchurch-st.

Tuthill, John, Great Yarmouth, Norfolk, Esq. March 12. Cross, Halesworth.

TUESDAY, Jan. 17, 1871.

Ayres, Benj, Brighton, Sussex, Gent. Feb 13. Jowet, Crosby-sq.

Baldwin, John Horatio, Wakefield, York, Innkeeper. March 3. Fernandes & Gill, Wakefield.

Bence, John Moluton, Westbury, Gloucester, Esq. March 1. Press & Inskip, Bristol.

Bland, John, Seely, Glamorgan, Farmer. March 1. Press & Inskip, Bristol.

Booth, Edward, Manch, Gum Manufacturer. March 1. Rowley & Co, Manch.

Colvill, Wm, Goudhurst, Kent, Builder. Feb 17. Hinds, Goudhurst.

Davey, Thos, Bristol, Tobacco Manufacturer. March 1. Barnett, Bristol.

Dixon, Wm, Settrington, York, Farmer. April 6. Jackson, Malton.

Field, Rebecca Isabella, Cottingham, York, Spinster. Feb 27. Phillips, Hull.

Garden, Robert Jones, Cathcart-st, South Kensington, Esq. March 1. Richards, Crown-ct, Old Broad-st.

Gledhill, Samuel, Glasshoughton, York, Innkeeper. March 3. Fernandes & Gill, Wakefield.

Hart, Robert, Sandal Magna, York, Corn Merchant. March 3. Fernandes & Gill, Wakefield.

Hibbard, Joseph, Brinsworth, Rotherham, Gent. Feb 28. Burdekin & Co, Sheffield.

Lanning, Jas, Strettisbury, Dorset, Yeoman. Jan 20. Rawlins, Wimborne Minster.

Levy, Moses, Tavistock-sq, Gent. March 1. Harris, Moorgate-st.

Miller, Rev Michael Hodsoll, Belsize-sq, Hampstead. March 1. Harris, Moorgate-st.

Morgan, Geo, Willenhall, Stafford, Latch Manufacturer. Feb 23. Pinchard & Shelton, Wolverhampton.

Morgan, Jane, Willenhall, Stafford. Feb 23. Pinchard & Shelton, Wolverhampton.

Morris, John Leaker, Cotham Park, Bristol, Merchant. March 1. Press & Inskip, Bristol.

Robinson, Richard, Monk Wearmouth Shore, Durham, Shipowner. March 1. Robson, Bishop Wearmouth.

Ryle, Wm, Upton Grange, Prestbury, Chester, Gent. Feb 25. Killminster & Son, Macclesfield.

Smith, Geo Hy, Moss Side, nr Manch, Consulting Engineer. March 1. Rowley & Co, Manch.

Smyth, Emily Rowland, Weighton-rd, South Penge-rd. Feb 16. Powell, King-st, Cheapside.

Stirling, Chas Hy, H.M.S. Excellent, Commander, R.N. April 3. Smith, Lincoln's-inn-fields.

Stowey, Augustus, Kenbury, Devon, Esq. March 31, Paul & James, Exeter.

Sugden, Jas, Bishop Wearmouth, Durham, Beerhouse Keeper. March 1. Robson, Bishop Wearmouth.

Woodcock, Wm, Manch, Esq. March 25. Hall & Janion, Manch.

Bankrupts.

FRIDAY, Jan. 13, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Curlewis, Harry Carr, Albert-st, Regent's-pk, Commercial Clerk. Pet Jan 10. Hazlitt. Jan 27 at 11.

Wood, Geo Wm, Elgin-ter, Kilburn, Shoe Dealer. Pet Jan 11. Spring-Rice. Jan 26 at 12.30.

To Surrender in the Country.

Graves, David, Birm, Builder. Pet Jan 7. Chauntler. Birm, Jan 25 at 12.

Pickard, Abraham, Bradford, York, Grocer. Pet Jan 11. Robinson. Bradford, Jan 24 at 9.

Ramsden, Wm, Henblas Cottage, nr Holywell, Flint, Cement Manufacturer. Pet Jan 9. Porter. Chester, Jan 24 at 1.

Roots, Geo, Bradbourne, nr Sevenoaks, Kent, Bricklayer. Pet Jan 9. Alleyne. Tunbridge Wells, Jan 25 at 11.

Ruffle, John, Wroxall, I of W, Comm Agent. Pet Jan 11. Blake. Newport, Jan 28 at 11.

Sheffield, Oscar, Kelvin Grove, Sydenham, China Dealer. Pet Jan 6. Bishop. Greenwich, Jan 28 at 12.

Williams, Hy, Sedgley, Stafford, Firebrick Manufacturer. Pet Jan 10. Walker. Dudley, Jan 28 at 12.

TUESDAY, Jan. 17, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hayter, Geo, Edgware-road, Fruiterer. Pet Jan 16. Hazlitt. Jan 31 at 11.

To Surrender in the Country.

Brent, Wm, Aberystwith, Cardigan, Innkeeper. Pet Jan 12. Jenkins, Aberystwith, Feb 11 at 10.

Byers, Jas Broff, Market Rasen, Lincoln, Solicitor. Pet Jan 12. Uppleby. Lincoln, Jan 30 at 11.

Colman, Chas Edwd Tawell, Gt Yarmouth, Smack Owner. Pet Jan 13. Chamberlin. Feb 3 at 12.

Cuss, Wm, Lavender-ter, Wandsworth-rd, out of business. Pet Jan 13. Willoughby. Wandsworth, Jan 31 at 10.

Diaper, Wm Claben, Bury St Edmunds, Suffolk, Innkeeper. Pet Jan 12. Collins. Bury St Edmunds, Feb 7 at 2.

Easby, Edwin Faint, Sowerby, York, Music Dealer. Pet Jan 11. Jefferson. Northallerton, Jan 31 at 2.

Griffiths, Edwd Chas, & John Ash, Chetwynd Mills, Newport, Salop, Millers. Pet Jan 13. Spilsbury. Stafford, Jan 30 at 12.

Henn, Saml, Leamington, Warwick, Eating House Keeper. Pet Jan 14. Campbell. Warwick, Jan 28 at 2.

Hughes, John, Lpool, Builder. Pet Jan 12. Watson. Lpool, Jan 30 at 2.

Keeble, John, Layham, Suffolk, Butcher. Pet Jan 12. Pretyman. Ipswich, Jan 30 at 2.

Martin, John, Chatwell Court, Stafford, Ironfounder. Pet Jan 11. Spilsbury. Stafford, Jan 30 at 10.

Muller, Chas Herman Lewis, West Hartlepool, Durham, Ship Chandler. Pet Jan 11. Ellis. Sunderland, Jan 30 at 12.

Root, Wm, Leamington Priors, Warwick, Job Master. Pet Jan 13. Campbell. Warwick, Jan 28 at 10.30.

Thwaites, Richd, New Elvet, Durham, Grocer. Pet Jan 13. Greenwell, Durham, Jan 27 at 11.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 13, 1871.

Baker, Geo Brown, Beddington, Surrey, Flour Dealer. Jan 8 at 11, at office of Dobson, Chancery-chambers, Quality-ct, Chancery-lane.

Baynes, Fredk Jas, Holloway-ter, Ironmonger. Jan 26 at 2, at Dick's Coffee House, Fleet-st. Watson, Basinghall-st.

Blizzard, Alfd Hy, Bristol, Auctioneer. Jan 20 at 11, at office of Clifton, Corn-st, Bristol.

Bosworth, Saml Smith, Hulme, Manch, Timber Merchant. Jan 26 at 3, at office of Needham, York-st, Manch.

Chaffer, Wm Hy, Birm, Builder. Jan 26 at 3, at office of Ansell, Temple-st, Birm.

Cooper, Jas, Birm, Cab Proprietor. Jan 27 at 3, at office of Fallows, Cherry-st, Birm.

Earle, Edwin, Manch, Comm Agent. Jan 31 at 3, at offices of Cobbett & Co, Brown-st, Manch.

Eden, Jas Hy, Edenbridge, Kent, Hotelkeeper. Feb 4 at 12, at the Albion Hotel, Edenbridge. Minter, Folkestone.

Filers, Edwd Hy, Minories, Provision Merchant. Feb 1 at 3, at office of Piesse, Old Jewry-chambers.

England, Philip Newbury, Polygon, Somers-town, Accountant. Jan 20, at 2, at office of Boyden, South-sq, Gray's-inn.

Foster, Edwd, Leeds, Draper. Jan 25 at 2, at the Home Trade Association, York-st, Manch. Pickering.

Goodman, John, Thurmaston, Leicester, Farmer. Jan 25 at 12, at office of Haxby, Belvoir-st, Leicester.

Hackworth, John Wesley, Darlington, Durham, Engineer. Jan 26 at 11 at the Lecture Room, Central Hall, Darlington. Webster, Darlington.

Hall, Thos, Kingston-upon-Hull, Builder. Jan 24 at 12, at office of Jacobs, County-bldgs, Land of Green Ginger, Kingston-upon-Hull.

Hardy, Geo, Kirkdale, nr Lpool, Builder. Jan 30 at 3, at office of Nordon, Cook-st, Lpool.

Harrison, Edwin, Manch, Grocer. Jan 25 at 3, at offices of Sutton & Elliott, Brown-st, Manch.

Haylock, John, Blechynden-st, Notting-hill, Builder. Jan 27 at 11, at offices of Hardisty & Rhodes, Gt Mariborough-st.

Hilberd, Jacob, Steele's-ter, Haverstock-hill, Builder. Jan 30 at 1, at office of Tilley, Finsbury-pl South.

Hoad, Joseph, jun, & Jas Clark, Brighton, Cabinetmakers. Jan 28 at 1, at office of Mills, Bond-st, Brighton.

Holbrook, Thos, Toxteth-pk, Lpool, Licensed Victualler. Jan 30 at 3, at office of Masters, North John-st, Lpool.

James, Geo, Exmouth-st, Clerkenwell, Bootmaker. Jan 27 at 11, at office of Chalk, Moorgate-st.

Knott, Thos, Birkenhead, Chester, Butcher. Jan 25 at 2, at office of Downham, Market-st, Birkenhead.

Lowe, Thos, Rotherham, York, Oil Dealer. Jan 23 at 3, at office of Shillito, Westgate, Rotherham.

Malmone, Antonio, Swansea, Glamorgan, Labourer. Jan 17 at 2, at office of Morris, Rutland-st, Swansea.

Michell, Wm, St Austell, Cornwall, China Clay Merchant. Jan 26 at 2, at the White Hart Hotel, St Austell. Shilson & Co, St Austell.

Morgan, Walter, Salford, Lancaster, Draper. Feb 1 at 3, at office of Hardy, St James'-sq, Manch.

Neale, Alfd Geo, Royal-hill, Greenwich, Cheesemonger. Jan 26 at 2, at office of Izard & Betts, Eastcheap. Carter & Bell, Leadenhall-st.

Newman, Stephen, Bristol, Cabinetmaker. Jan 23 at 12, at office of Ray, Foster's-chambers, Small-st, Bristol.

Nixon, John, Newcastle-upon-Tyne, Hairdresser. Jan 25 at 1, at office of Sewell, Grey-st, Newcastle-upon-Tyne.

Osborne, Timothy, Trowbridge, Wilts, Builder. Jan 23 at 12, at office of Shrapnell, Market-house, Trowbridge.

Pickworth, Geo, & Joseph Sharp, Palace-wharf, Nine-elms, Vauxhall, Cement Merchants. Jan 30 at 1, at offices of Chatteris & Co, Gresham-bldgs, Basinghall-st. Gregson, Angel-ct, Throgmorton-st.

Pittock, Wm Edgar, Ramsgate, Kent, Tailor. Jan 26 at 2, at office of Edwards, Copthall-ct, Throgmorton-st.

Rodrick, Hy, Corbet-ct, Gracechurch-st, Merchant. Jan 31 at 3, at office of Sole & Co, Aldermanbury.

Seymour, Geo, Withyham, Sussex, Farmer. Jan 27 at 11, at office of Sprott, Cumberland-ter, Tonbridge Wells.

Shaw, Richd, Bury, Lancaster, Grocer. Jan 26 at 11, at the Spread Eagle Hotel, Corporation-st, Manch. Ramwell & Pennington, Bolton.

Shuttleworth, John, Newbiggin-by-the-Sea, Northumberland, Grocer. Jan 27 at 11, at offices of Keenlyside & Forster, St John's-chambers, Grainger-st West, Newcastle-upon-Tyne.

Sweet, Alfd, Mark-lane, Corn Merchant. Feb 6 at 3, at the Corn Exchange Tavern, Mark-lane. Sorrell, Gt Tower-st.

Tovey, Wm, Bristol, Hat Manufacturer. Jan 27 at 2, at office of Beckingham, Albion-chambers, Broad-st, Bristol.

Tyas, Robt, West Harptree, Somerset, Clerk in Holy Orders. Jan 26 at 12, at offices of Press & Inskip, Small-st, Bristol.

Vroom, Anton, Ropemakers'-fields, Limehouse, Ship Chandler. Jan 28 at 1, at Kennan's Hotel, Crown-ct, Cheapside. New, Basinghall-st.

Wachter, Sigismund, Manch, Merchant. Jan 27 at 3, at office of Sal & Co, Booth-st, Manch.

Ward, Jas Wm, West Cornforth, Durham, Grocer. Jan 25 at 12.30, at offices of Sherwood & Co, John-st, Sunderland.

Wells, Wm Hy, Pokesdown, Southampton, Grocer. Jan 24 at 3, at offices of Honey & Humphreys, King-st, Cheapside.

Wenham, Geo, Tingewick, Buckingham, Grocer. Jan 25 at 2, at offices of Dalton & Jessett, St Clement's-house, Clement's-lane, Lombard-street.

Whitaker, John, Stockton-heath, Chester, Machine Maker. Jan 26 at 11, at offices of Messrs. Sutton, Commercial-chambers, Horsemarket-st, Warrington. Davies & Brook.

Woodnorth, Wm, Lpool, Window Blind Manufacturer. Jan 31 at 11, at offices of Hull & Co, Cook-st, Lpool.

TUESDAY, Jan. 17, 1871.

Ash, Wm, Lincoln, Licensed Victualler. Jan 30 at 11, at office of Rex, Saltergate, Lincoln.

Barge, Robt, Manch, Estate Agent. Feb 1 at 3, at offices of Payne & Galloway, Brazennose-st, Manch.

Beale, Thos Willert, Piccadilly, Gent. Feb 9 at 2, at office of Girdwood, Verulam-bldgs, Gray's-inn.

Bromley, Wm, Manch, Yarn Agent. Jan 30 at 3, at offices of Grundy & Coulson, Booth-st, Manch.

Byrd, Geo, Batley, York, Tailor. Jan 30 at 3, at office of Ibberson, Dewsbury.

Callis, Chas, Abchurch-lane, Wine Merchant. Jan 30 at 3, at 35, Gresham-st. Sykes, St Swithin's-lane.

Campbell, Hugh, Toxteth-pk, Lpool, Cartowner. Feb 1 at 2, at 14, Cook-st, Lpool. Bradley & Steinforth, Lpool.

Carruthers, Andrew, Lpool, Draper. Jan 30 at 11, at office of Barker, Clayton-sq, Lpool.

Clark, Wm Obadiah, Ordell-rd, Bow, Cone Dealer. Jan 27 at 3, at the Wynford Arms, Wynford-rd, Islington.

Cockayne, Wm Jas, Sheffield, Pawnbroker. Jan 24 at 2, at office of Dyson, Bank-st, Sheffield.

Collier, Ann, Salford, Lancaster, Bootmaker. Jan 30 at 3, at office of Addleshaw, King-st, Manch.

Copeland, John, Peterborough, Northampton, Travelling Draper. Feb 3 at 11, at office of Gates & Percival, Minster-close, Peterborough.

Crossley, Jas, Harrow-rd, Clothier. Feb 1 at 3, at office of Marrough, Gt James-st, Bedford-row.

Cunliffe, John, Jas Hinchliffe, John Wilkinson, & Levi Wilkinson, Oakenshaw, nr Accrington, Lancaster, Cotton Manufacturers. Feb 7 at 3, at offices of Nicholson & Milne, Norfolk-st, Manch. Simpson, Manch.

Dennison, Edwin, Bradford, York, Joiner. Jan 31 at 3, at office of Mossman, Bond-st, Bradford.

Dennison, Saml, Little Bolton, Lancaster, Joiner. Jan 28 at 10, at office of Dawson, Exchange-st East, Bolton.

Dent, John, Smith's-ter, Ashford-rd, Bethnal-green, out of business. Jan 23 at 2, at offices of Pittman, Stamford-st, Lambeth.

Friandafellidi, Geo, Manch, Merchant. Jan 30 at 3, at offices of Sale & Co, Booth-st, Manch.

Goslin, Edwd, Allen-ter, Kensington, Accountant. Feb 3 at 2, at the Whittington Club, Arundel-st, Strand. Roberts, Clement's-inn, Strand.

Hall, Geo, Queen's-rd, Bayswater, Cheesemonger. Jan 31 at 12, at offices of Izard & Betts, Eastcheap. Treherne & Wolferstan, Ironmonger-lane, Cheapside.

Harrison, Saml, Everton, nr Lpool, Engineer. Feb 1 at 3, at office of Harris, Union-ct, Castle-st, Lpool.

Hatton, Saml, Bristol, Confectioner. Jan 30 at 12, at offices of Sidney & Co, Baldwin-st, Bristol. Benson & Elletson, Bristol.

Hogarth, Geo, Barge-yd, Bucklersbury, Comm Agent. Jan 24 at 2, at offices of Marsden & Chubb, Friday-st, Cheapside.

Hopper, John, Dunston, Durham, Publican. Feb 1 at 1, at office of Sewell, Newcastle-upon-Tyne.

Huggins, John, Leeds, Oyster Merchant. Jan 30 at 3, at office of Ferns, Bank-st, Leeds.

Huntley, John Jolley, Barnsley, York, Watchmaker. Jan 26 at 11, at office of Dibb, Regent-st, Barnsley.

Johnson, John, Deptford, Kent, Licensed Victualler. Jan 30 at 1, at office of Sparham, St Benet-pl, Gracechurch-st.

Lane, John Wm, Bristol, Ladies' Outfitter. Jan 26 at 12, at offices of Tribe & Co, Albion-chambers, Small-st, Bristol. Benson & Elletson, Bristol.

Langstaff, Thos, Whitburn, Durham, Butcher. Jan 25 at 11, at office of Eglington, Lambton-st, Sunderland.

Lansdell, Wm, Austford-farm, Sussex, Farmer. Feb 1 at 2, at office of Sheppard, Mount-st, Battle.

Lawson, Wm Simpson, Fenchurch-st, Tea Dealer. Jan 30 at 3, at offices of Bellamy & Strong, Bishopsgate-st Within.

Lee, Geo, Oakwood Foundry, Bream, Gloucester, Ironfounder. Jan 31 at 1, at the Feathers Hotel, Lydney. Waldron, Cardiff.

Lovis, John Hy, New North-rd, Grocer. Jan 25 at 12, at office of Fraser, South-sq, Gray's-inn.

Lytle, Francis, Scarborough, York, Boot Dealer. Jan 31 at 1, at the Queen Hotel, Willington.

Manson, Peter, Smallheath, Birm, Draper's Assistant. Jan 31 at 3, at office of Lowe, Temple-st, Birm.
Massey, Joseph, Manor-ter, Manor-road, South Hackney, Warehouseman. Jan 26 at 4, at office of Snell, George-st, Mansion-house.
Milward, Wm, Gt Tower-st, Engineer. Jan 27 at 3, at offices of Baker & Co, Crosby-sq.
Mirfin, Richd, Halifax, York, Innkeeper. Jan 30 at 2, at office of Spirett, East-parade, Leeds.
Mitchell, Jas, St Agnes, Cornwall, Miner. Feb 4 at 11, at offices of Carlyon & Paull, Quay-st, Truro.
Morris, Watkin, Cwmdare, near Aberdare, Glamorgan, Colliery Agent. Jan 30 at 11, at office of Harris, Morgan-st, Tredegar.
Morrison, Danl, Leeds, Draper. Jan 27 at 12, at office of Morris, Dewhirst's-bldgs, Bradford.
Moss, Alfd Wm, Nelson-sq, Blackfriars-rd, Hat Manufacturer. Feb 2 at 12, at the Guildhall Coffee House, Gresham-st. Treherne & Wolferstan, Ironmonger-lane, Cheapside.
Moulson, Hy, Sheffield, Commercial Traveller. Jan 28 at 10.30, at office of Webster, Hartshead, Sheffield.
Nightingill, Thos, Leytonstone, Essex, Carman. Feb 2 at 12, at offices of Brett & Co, Leadenhall-st. Messrs Bastard, Brabant-ct.
Osbiston, Wm, Fakenham, Norfolk, Coal Merchant. Feb 9 at 11, at office of Bircham, Fakenham.
Parsons, Joseph, Birm, Brush Manufacturer. Jan 28 at 12, at offices of Saunders & Bradbury, Cherry-st, Birm.
Pearce, Joseph, Lpool, Shipwright. Feb 1 at 3, at offices of Gibson & Bolland, South John-st, Lpool.
Peate, Wm, Wrexham, Denbigh, Confectioner. Jan 31 at 1, at offices of Acton & Bury, Charles-st, Wrexham.
Perrin, Edwd Evans, Paternoster-row, Warehouseman. Jan 23 at 12, at 145, Cheapside. Marsden & Chubb.
Phillips, Philip, Risca, Monmouth, Grocer. Jan 31 at 12, at offices of Williams, High-st, Newport.
Pyle, Jas, Vauxhall-st, Lambeth, Butcher. Jan 30 at 3, at offices of Eyre & Co, John-st, Bedford-row.
Rice, Wm, Bristol, Sculptor. Jan 26 at 3, at offices of Benson & Elletson, Broad-st, Bristol.
Scott, Eden Fenwick, Newcastle-upon-Tyne, Grease Manufacturer. Jan 31 at 1, at office of Sewell, Grey-st, Newcastle-upon-Tyne.
Shaw, Saml, Micklehurst, Chester, Cotton Spinner. Jan 30 at 3, at office of Leigh, Brown-st, Manch.
Slaney, Thos Turner, Birm, Attorney. Jan 27 at 1, at office of Griffin, Bennett's-hill, Birm.
Stafford, Thos, Hyde, Chester, Nurseryman. Jan 3 at 2, at the Townhall, Ashton-under-Lyne. Brooks, Marshall & Brooks, Ashton-under-Lyne.
Stone, Wm Hy, Milton-next-Sittingbourne, Kent, Licensed Victualler. Feb 3 at 11, at office of Gibson, High-st, Sittingbourne.
Thomson, Emil Augst, Manch, General Dealer. Feb 1 at 3, at office of Rylance, Essex-st, King-st, Manch.
Thwaites, Arthur, Durham, Grocer. Jan 30 at 11, at office of Salkeld, Sadler-st, Durham.
Tookey, Wm, Bolton, Lancaster, Provision Dealer. Jan 27 at 3, at offices of Henwood & Marlow, Cross-st, Manch.
Underwood, Thos, Salford, Lancaster, Oilcloth Manufacturer. Feb 1 at 3, at office of Samson, St James's-chambers, South King-street, Manchester.
Unsworth, Wm Fredk, Lpool, Wine Merchant. Jan 30 at 3, at office of Shimmin, Lord-st, Lpool. Culshaw. Lpool.
Vivian, Alfd Billing, & Hy John Mansell, Wood-st, Cheapside, Hosiers. Feb 2 at 2, at the Guildhall Coffee-house, Gresham-st. Reed & Co, Gresham-st.
Webster, Wm Shakspear, Brunswick-sq, Solicitor. Feb 6 at 1, at offices of Wyatt, Copland, & Co, Moorgate-street. Hall, Fenchurch-street.

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